



Cochise County Board of Supervisors

Public Programs...Personal Service
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RICHARD R. SEARLE
Chairman
District 3

PATRICK G. CALL
Vice-Chairman
District 1

ANN ENGLISH
Supervisor
District 2

JAMES E. VLAHOVICH
County Administrator

EDWARD T. GILLIGAN
Deputy County Administrator

ARLETHE G. RIOS
Clerk of the Board

AGENDA FOR REGULAR BOARD MEETING

Tuesday, February 23, 2016 at 10:00 AM

BOARD OF SUPERVISORS HEARING ROOM
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

ANY ITEM ON THIS AGENDA IS OPEN FOR DISCUSSION AND POSSIBLE ACTION

PLEDGE OF ALLEGIANCE

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

ROLL CALL

Members of the Cochise County Board of Supervisors will attend either in person or by telephone, video or internet conferencing.

Note that some attachments may be updated after the agenda is published. This means that some presentation materials displayed at the Board meeting may differ slightly from the attached version.

CONSENT

Board of Supervisors

1. Ratify a letter to the Legacy Foundation for the Arizona 2-1-1 Program that provides a free Statewide community service and referral system for residents via the internet or telephone.
2. Approve the Minutes of the regular meeting of the Board of Supervisors of February 9, 2016.
3. Ratify a letter to the Great American Communities Award Program in support of approving the City of Sierra Vista's application to be awarded the Great American Defense Community designation by the Association of Defense Communities (ADC).
4. Approve a letter to Senator Griffin, Representative Gowan, and Representative Stevens outlining the budget concerns for Cochise County related to State cost shifts.

Clerk of Superior Courts

5. Approve an Intergovernmental Agreement (IGA) between the Cochise County Clerk of the Court and the Arizona Department of Economic Security (ADES) for reimbursable child support activities for the period of October 1, 2015 through September 30, 2020.

Community Development

6. Adopt Resolution 16-06, authorizing the abandonment of a portion of Camino Pinon located in Pirtleville.

County Sheriff

7. Approve a donation from the Howard G. Buffett Foundation in the amount of \$85,160 to purchase two 2016 Ford F250 4X4 diesel pick-up trucks to be used by the Sheriff's Office Search and Rescue Team.

Court Administration

8. Approve Appointment of Huachuca City Magistrate Keith Barth to Serve as Juvenile Hearing Officer, authorized under A.R.S 8-323 effective March 1, 2016.

Emergency Services

9. Approve State Land Lease 03-105209 for radio tower space to accommodate County microwave communications equipment in the amount of \$2,400 annually for the period of October 13, 2015 through October 12, 2025.

Facilities

10. Approve the Lease Agreement with the Arizona State Forester for space in the Terminal located at the Bisbee/Douglas International Airport.

Finance

11. Approve demands and budget amendments for operating transfers.

Information Technology

12. Approve Special Land Use Permit #23-118691-03 for radio tower space to accommodate County microwave communications equipment in the amount of \$2,400 annually for the period of January 28, 2016 through January 27, 2018.

PUBLIC HEARINGS

Board of Supervisors

13. Approve a new liquor license application for a series #13 Farm Winery liquor license submitted by Mr. John Kovacs for Sandor Vineyards, located at 9921 Braaton Ranch Road, Pearce, AZ 85625.
14. Approve a new liquor license application for a series #13 Farm Winery liquor license submitted by Mr. Greg Gonnerman, for Laramita Cellars, located at 6223 E. Cattle Drive, Willcox, AZ 85643.

ACTION

Board of Supervisors

15. Approve the revised and restructured Cochise County Organization Chart.

Court Administration

16. Approve the award of Request for Proposal (RFP) 16-10-SUP-03 to Revotext, LLC, for a Remote Court Reporting System for the Superior Court for a one year period, with possible renewals for up to four (4) additional one (1) year terms.
17. Approve an Intergovernmental Agreement (IGA) between the Cochise County Superior Court and the Arizona Department of Economic Security (ADES) for funding to a family law commissioner to establish family law obligations in the amount of \$43,831 for the period of October 1, 2015 through September 30, 2016.

STATE & FEDERAL LEGISLATION

Discussion and possible action regarding state and federal legislative matters, including but not limited to the items in the attached County Supervisors Association Legislative Policy Committee Agenda and the proposed State budget.

CALL TO THE PUBLIC

This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda.

REPORT BY JAMES E. VLAHOVICH COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Report by District 2 Supervisor, Ann English

Report by District 3 Supervisor, Richard Searle

Pursuant to the Americans with Disabilities Act (ADA), Cochise County does not, by reason of a disability, exclude from participation in or deny benefits or services, programs or activities or discriminate against any qualified person with a disability. Inquiries regarding compliance with ADA provisions, accessibility or accommodations can be directed to Chris Mullinax, Safety/Loss Control Analyst at (520) 432-9720, FAX (520) 432-9716, TDD (520) 432-8360, 1415 Melody Lane, Building F, Bisbee, Arizona 85603.

Regular Board of Supervisors Meeting**Board of Supervisors****Meeting Date:** 02/23/2016

Ratify a letter of support for Arizona 2-1-1 Program

Submitted By: Lisa Marra, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature Required **# of ORIGINALS Submitted for Signature:** 0**NAME of PRESENTER:** n/a **TITLE of PRESENTER:** n/a**Docket Number (If applicable):****Mandated Function?:** Not Mandated **Source of Mandate or Basis for Support?:****Information****Agenda Item Text:**

Ratify a letter to the Legacy Foundation for the Arizona 2-1-1 Program that provides a free Statewide community service and referral system for residents via the internet or telephone.

Background:

The Legacy Foundation requested a letter of support from Vice-Chairman Call to assist with their 2-1-1 Day event to promote the importance of a free and easy community referral system for county residents.

Department's Next Steps (if approved):

None - Letter has already been sent to requester.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

n/a

AttachmentsArizona 2-1-1 Day



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Clerk of the Board

February 10, 2016

Ms. Becky Smyth, MSN, RN
Community Outreach Coordinator
Legacy Foundation of Southeast Arizona
P.O. Box 1089
Sierra Vista, AZ 85636

Dear Ms. Smyth:

The Cochise County Board of Supervisors recognizes the important value of the 2-1-1 Arizona system as a centralized database resource for community service organizations. We understand The Community Information and Referral Services, provider of the statewide 2-1-1 Arizona services, has been recognized by Governor Doug Ducey as being invaluable to the continued health and well-being of many Arizonans. We look forward to promoting this free statewide and nationwide referral system to our residents as well as the service providers in our region.

2-1-1, the three digit dialing number designated by the FCC for easy access to information and referrals to health, community, government, and human services provides a county-wide single-source database for all of our county services. With over 1.3 million service requests fulfilled last year in our state, we know our residents will find this an important source of information to use via the telephone or internet. It's important to note that the telephone specialists are bilingual.

We will do our best to promote this program where we can through social media channels and in public relations. We'll encourage service providers to register and keep their information current in the system so they can provide necessary services and information to the residents of Cochise County. We can also share this resource with our staff, so they can continue to provide exceptional customer service throughout the region.

Good luck with your third annual telethon fundraiser in honor of 2-1-1 Arizona Day, Thursday, February 11, 2016.

Sincerely,

Richard R. Searle
Chairman

Patrick G. Call
Vice-Chairman

Ann English
Supervisor

1415 Melody Lane, Building G
Bisbee, Arizona 85603
520-432-9200
520-432-5016 fax
board@cochise.az.gov

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 02/23/2016

Minutes

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate
or Basis for Support?:

Information

Agenda Item Text:

Approve the Minutes of the regular meeting of the Board of Supervisors of February 9, 2016.

Background:

Minutes

Department's Next Steps (if approved):

Signed minutes routed for processing and posted on the internet.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

Scan to OnBase and File.

Budget Information

*Information about available funds*Budgeted: ☐Funds Available: ☐

Amount Available:

Unbudgeted: ☐Funds NOT Available: ☐Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

MinutesWarrants

**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS
REGULAR MEETING HELD ON
Tuesday, February 9, 2016**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, February 9, 2016 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

Present: Richard R. Searle, Chairman; Ann English, Member

Absent: Patrick G. Call, Vice-Chairman

Staff James E. Vlahovich, County Administrator; Edward T. Gilligan, Deputy County

Present: Administrator; Britt W. Hanson, Chief Civil Deputy County Attorney; Arlethe G. Rios, Clerk of the Board

Chairman Searle called the meeting to order at 10:00 a.m.

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CONSENT

Chairman Searle removed item 3 from the consent agenda for discussion on the action agenda.

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of January 26, 2016.
2. Approve an application for a Permanent Extension of Premises liquor license submitted by Mr. Mitchell Webster for Portal Peak Lodge, Store & Cafe, located at 2358 S Rock House Road, Portal, 85632.

Community Development

3. Adopt Resolution 16-02 authorizing the acceptance of a donation of property in San Simon proposed by the San Simon Gin Company.

Chairman Searle removed from the consent agenda.

Chairman Searle noted that there was a problem with the current survey, since it included more property on the survey than the donators want to give the County. He said he wanted to approve the resolution subject to a mutual agreement on a new survey of the property.

Supervisor English amended the motion and moved to adopt Resolution 16-02 authorizing the acceptance of a donation of property in San Simon proposed by the San Simon Gin Company subject to mutual agreement on the survey of proposed property. Chairman Searle seconded the motion.

Chairman Searle called for the vote and it was approved 2-0-1 (Call absent).

4. Adopt Resolution 16-03 abandoning any interest the County may have in a portion of dedicated public right-of-way, known as Finca Drive adjoining parcels 107-54-001 and 107-54-015 and described in Exhibit One.
5. Adopt Resolution 16-04 abandoning any interest the County may have in a dedicated public right-of-way known as a portion of Dorothy Avenue described in Exhibit One.

County Sheriff

6. Approve Department of Public Safety (DPS) Contract No: 2015-091, Memorandum of Understanding Regarding A.R.S. 41-1724, providing the Cochise County Sheriff's Office with \$500,000 for enforcement of immigration, human smuggling, drug smuggling, gangs and employer sanction laws, as well as county jail costs relating to illegal immigration for the period of July 1, 2015 to June 30, 2016.

Emergency Services

7. Accept the 2015 Pre-disaster Mitigation Grant to fund the 5-year update of the Cochise County Multi-Jurisdictional Hazard Mitigation Plan in the amount of \$34,125 for the period of May 29, 2015 to October 30, 2018.
8. Approve a Memorandum of Agreement between Cochise County and the Federal Emergency Management Agency (FEMA) for access to the Integrated Public Alert & Warning System (IPAWS) for the period of February 9, 2016 to February 9, 2019.

Finance

9. Approve demands and budget amendments for operating transfers. Warrants Nos. 95788-95962, 95765-95787, 95976-95995 were issued in the amount of 480,953.77.

Pursuant to A.R.S. §11-217(C), the published minutes shall include all demands and warrants approved by the Board in excess of one thousand dollars except that multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period shall also be published. The voided warrants are listed below:

<u>Fund</u>	<u>Vendor</u>	<u>Amount</u>
585	Dodge Abigail	\$24.00
585	Dodge Abigail	42.63
585	AZ Dept of Corrections - Douglas	1,205.50
585	AZ Dept of Corrections - Douglas	695.23

Issued warrants are listed as an attachment at the end of the minutes.

Health & Social Services

10. Approve IGA# ADHS16-118442, Maternal, Infant & Early Childhood Home Visiting (MIECHV), between the Arizona Department of Health Services (ADHS) and Cochise Health & Social Services (CHSS) in the amount of \$102,000 for the period October 1, 2015 to September 30, 2020.

Workforce Development

11. Approve Amendment #2 to Title IB Adult, Youth, and Dislocated Worker contract DI16-002121 between Cochise County and the Arizona Department of Economic Security for the Workforce Innovation and Opportunity Act (WIOA) Service Delivery Area for an increase of \$8,161 from April 1, 2015 to June 30, 2017.

Supervisor English moved to approve items 1 and 2 and items 4 through 11 on the consent agenda. Chairman Searle seconded the motion and it carried unanimously.

PUBLIC HEARINGS

Community Development

12. Adopt Resolution 16-05 authorizing the exchange of right-of-way and the alteration of a County Highway for a portion of Willson Road located in Naco.

Ms. Karen Riggs, Highway & Floodplain Director, Community Development Department, presented this item using a PowerPoint presentation. Ms. Riggs gave the background on the item, showed pictures of the location and a map. She stated that this trade would perfect the Willson Road right-of-way in Naco.

Supervisor English noted that this would be a good exchange that would benefit both the applicant and the County.

Chairman Searle opened the public hearing.

Mr. Gerry Eberwein, applicant, addressed the Board on the reasoning for the exchange and thanked staff for their work on this effort.

No one else chose to speak and Chairman Searle closed the public hearing.

Supervisor English moved to adopt Resolution 16-05 authorizing the exchange of right-of-way and the alteration of a County Highway for a portion of Willson Road located in Naco. Chairman Searle seconded the motion.

Chairman Searle called for the vote and it was approved 2-0-1 (Call absent).

ACTION

Board of Supervisors

13. Approve Intergovernmental Agreement (IGA) to use Pima County's Restoration to Competency Program.

Mr. James Vlahovich, County Administrator, presented this item. He gave the background of the program and noted that today's IGA was to address the increase of cost over the next two years. He noted that Mr. Eric Silverberg, Court Administrator, has worked out an arrangement to save money by having services provided locally.

Chairman Searle asked what the difference was between treating people locally and sending them to Pima County.

Mr. Britt Hanson, Civil Chief Deputy County Attorney, said that there are cases with more severity that need the services that Pima County can offer and local programs cannot.

Supervisor English moved to approve Intergovernmental Agreement (IGA) to use Pima County's Restoration to Competency Program. Chairman Searle seconded the motion.

Chairman Searle asked if the fee was flat or dependent on a minimum amount.

Mr. Vlahovich said that it was a flat fee and better than the monthly fee charged by the State.

Chairman Searle called for the vote and it was approved 2-0-1 (Call absent).

County Attorney

14. Approve a Memorandum of Understanding (MOU) with Cochise Family Advocacy Center for forensic interview services and medical exams for victims of sex crimes.

Mr. Britt Hanson, Chief Civil Deputy County Attorney, presented this item. He noted that before the Cochise Family Advocacy Center the County had many issues regarding victims of sex crimes and their transport and treatment in Tucson. Since the center was opened there is no longer transportation costs and the community feels like there is more accountability.

Supervisor English said that having a local place makes everyone more confident in the services provided.

Supervisor English moved to approve a Memorandum of Understanding (MOU) with Cochise Family Advocacy Center for forensic interview services and medical exams for victims of sex crimes. Chairman Searle seconded the motion.

Chairman Searle called for the vote and it was approved 2-0-1 (Call absent).

STATE & FEDERAL LEGISLATION

15. Discussion and possible action regarding state and federal legislative matters, including but not limited to the items in the attached County Supervisors Association Legislative Policy Committee Agenda and the proposed State budget.

Supervisor English noted that the Board has been kept up to date on legislative issues and thanked staff for the information provided to the County Supervisors Association (CSA) and the Arizona Association of Counties (AACo).

CALL TO THE PUBLIC

Chairman Searle opened the call to the public.

Mr. Jack Cook addressed the Board on matters of personal concern.

No one else chose to speak and Chairman Searle closed the call to the public.

This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda.

REPORT BY JAMES E. VLAHOVICH COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS

Mr. Vlahovich deferred his report.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Vice-Chairman Call was absent.

Report by District 2 Supervisor, Ann English

Supervisor English deferred her report.

Report by District 3 Supervisor, Richard Searle

Chairman Searle said that he was happy to announce the the Sunzia Project had finally been approved by the Arizona Corporation Commission and he was going to attend a Sunsites Community Association meeting on Thursday where the Elections Department would also be doing a demonstration of the new elections equipment.

Chairman Searle adjourned the meeting at 10:34 a.m.

APPROVED:

Richard R. Searle, Chairman

ATTEST:

Arlenthe G. Rios, Clerk of the Board

Cochise Co. Demands 2.9.16

95638	01/20/2016	CenturyLink	\$66.00	95715	01/21/2016	SHI International Corp.	\$314.06
95639	01/20/2016	CenturyLink	\$274.56	95716	01/21/2016	Sparkletts	\$13.99
95640	01/20/2016	CenturyLink	\$2,520.00	95717	01/21/2016	Sparkletts	\$37.66
95641	01/20/2016	Culligan of Tucson	\$64.58	95718	01/21/2016	Sparkletts	\$48.96
95642	01/20/2016	Sprint	\$67.87	95719	01/21/2016	Sparkletts	\$48.78
95643	01/20/2016	Sulphur Springs Valley Electric Coop, Inc.	\$939.44	95720	01/21/2016	Sparkletts	\$21.82
95644	01/20/2016	Sulphur Springs Valley Electric Coop, Inc.	\$1,259.38	95721	01/21/2016	Sparkletts	\$31.89
95645	01/20/2016	Valley Telephone Cooperative, Inc.	\$294.16	95722	01/21/2016	State of Arizona	\$225.00
95646	01/20/2016	Arizona Secretary of State	\$129.00	95723	01/21/2016	State of Arizona	\$225.00
95647	01/20/2016	Corey, Karen R. MS	\$498.46	95724	01/21/2016	Sulphur Springs Valley Electric Coop, Inc.	\$984.70
95648	01/21/2016	A-L Financial Corp	\$218.01	95725	01/21/2016	TALX UC eXpress	\$2,250.00
95649	01/21/2016	Burse & Associates, P.C.	\$75.00	95726	01/21/2016	Trujillo, Jeffrey D.	\$90.00
95650	01/21/2016	Cochise County/Sheakley/National Bank	\$8,846.94	95727	01/21/2016	Tyler Technologies, Inc.	\$1,571.04
95651	01/21/2016	DCS	\$491.17	95728	01/21/2016	UniFirst Corporation	\$304.51
95652	01/21/2016	Ewing & Ewing Attorneys	\$226.54	95729	01/21/2016	UniFirst Corporation	\$181.91
95653	01/21/2016	Fire Fighter's Police Officer's Cancer Insurance	\$50.00	95730	01/21/2016	Valley Imaging Solutions, Inc.	\$261.50
95654	01/21/2016	Nationwide Trust Co. FBO NRS	\$3,241.00	95731	01/21/2016	Valley Telephone Cooperative, Inc.	\$195.39
95655	01/21/2016	NYS Child Support Processing Center	\$32.00	95732	01/21/2016	VCA Apache Animal Hospital	\$91.23
95656	01/21/2016	Pennsylvania SCDU	\$215.00	95733	01/21/2016	Watch Guard	\$294.00
95657	01/21/2016	Pre-paid Legal Services, Inc. dba LegalShield	\$1,628.43	95734	01/21/2016	Wells, Doris	\$542.50
95658	01/21/2016	Support Payment Clearinghouse	\$6,469.86	95735	01/21/2016	Whitaker Brothers Business Machines, Inc	\$1,469.00
95659	01/21/2016	The Hameroff Law Group, PC	\$271.29	95736	01/21/2016	Wick Communications	\$253.12
95660	01/21/2016	The Hameroff Law Group, PC	\$203.01	95737	01/21/2016	Wick Communications	\$515.08
95661	01/21/2016	Treasurer of Virginia	\$137.00	95738	01/21/2016	Wick Communications	\$34.00
95662	01/21/2016	U.S. Department of Education	\$157.62	95739	01/21/2016	Willcox, City of	\$309.86
95663	01/21/2016	AZ Dept of Administration-Risk Mgmt	\$4,843.68	95740	01/21/2016	Cochise County Treasurer	\$400.00
95664	01/21/2016	A Check America	\$57.50	95741	01/21/2016	Cochise County Treasurer c/o Justice Court #5	\$42.01
95665	01/21/2016	Alejandro Upholstery	\$153.42	95742	01/21/2016	Lugo, Isabel	\$702.50
95666	01/21/2016	Amazon.com LLC	\$696.07	95743	01/21/2016	Acuna, Gloria	\$259.84
95667	01/21/2016	Arizona Association of Counties	\$80.00	95744	01/21/2016	Appelo, Regan C	\$230.61
95668	01/21/2016	Arizona Counties Insurance Pool	\$12,369.40	95745	01/21/2016	Edie, Patricia	\$40.66
95669	01/21/2016	Arizona Department of Corrections - Douglas	\$64.00	95746	01/21/2016	Greene, Patrick K.	\$35.38
95670	01/21/2016	Arizona Department of Corrections - Douglas	\$60.00	95747	01/21/2016	Gregan, Wayne	\$25.44
95671	01/21/2016	Arizona Department of Corrections - Douglas	\$695.23	95748	01/21/2016	Lopez, Nancy	\$18.09
95672	01/21/2016	Arizona Department of Corrections - Douglas	\$1,900.73	95749	01/21/2016	Lueck, Elizabeth	\$55.08
95673	01/21/2016	Arizona Dept of Corrections ASPC-Tucson	\$108.00	95750	01/21/2016	Martzke, James F.	\$72.16
95674	01/21/2016	Arizona State Law Journal	\$45.00	95751	01/21/2016	McCleave, Keturah M	\$57.42
95675	01/21/2016	Arizona State Prison Complex - Fort Grant	\$178.76	95752	01/21/2016	Miller, Carmen	\$51.39
95676	01/21/2016	Arizona State Prison Complex - Fort Grant	\$224.44	95753	01/21/2016	Watkins, Nathan	\$33.43
95677	01/21/2016	Arizona State Prison Complex - Fort Grant	\$252.76	95754	01/21/2016	Weissler, Liza Y.	\$22.56
95678	01/21/2016	Arizona State Prison Complex - Fort Grant	\$176.25	95755	01/26/2016	AOC Corrections Officer Retire	\$18,297.39
95679	01/21/2016	Arizona Supreme Court	\$400.00	95756	01/26/2016	Correction Officers	\$6,965.70
95680	01/21/2016	Audio Editions	\$339.14	95757	01/26/2016	EODCRS	\$9.06
95681	01/21/2016	Baker & Taylor, Inc.	\$1,984.15	95758	01/26/2016	Nationwide Retirement Solutions	\$507.50
95682	01/21/2016	Banning Creek Enterprises, LLC	\$7,392.00	95759	01/26/2016	Public Safety Retirement Syst	\$18,571.71
95683	01/21/2016	Batelli Enterprises, Inc.	\$750.00	95760	01/26/2016	Public Safety Retirement Syst	\$17,150.41
95684	01/21/2016	Berg's Enterprises	\$124.74	95761	01/26/2016	Public Safety Retirement Syst	\$1,231.94
95685	01/21/2016	Blackstone Audiobooks	\$150.00	95762	01/26/2016	Public Safety Retirement Syst	\$1,244.08
95686	01/21/2016	Bug-Wiser Exterminating, Inc.	\$180.00	95763	01/26/2016	Public Safety Retirement Syst	\$634.38
95687	01/21/2016	C-PEC Corporation	\$38.52	95764	01/26/2016	AZ Dept of Administration-Risk Mgmt	\$4,807.94
95688	01/21/2016	Center Point Large Print	\$103.65	95765	01/27/2016	Thomson West	\$1,958.42
95689	01/21/2016	Cochise Lock & Safe	\$8.10	95766	01/27/2016	Valley Telephone Cooperative, Inc.	\$1,182.07
95690	01/21/2016	Cochise Private Industry Council, Inc.	\$55,975.00	95767	01/27/2016	Waterfall,Economidis,Caldwell,Hanshaw& Villamana PC	\$1,101.00
95691	01/21/2016	Delk, Kenneth J.	\$100.00	95768	01/27/2016	CenturyLink	\$33.92
95692	01/21/2016	Deneke, Buffy	\$534.80	95769	01/27/2016	Cochise County Finance Revolving Fund	\$102.00
95693	01/21/2016	Douglas Police Department	\$3,285.25	95770	01/27/2016	King, Mary	\$116.25
95694	01/21/2016	Empire Southwest LLC	\$3,147.12	95771	01/27/2016	Soper, John R	\$331.59
95695	01/21/2016	Freeport-McMoRan Copper & Gold	\$100.00	95772	01/27/2016	Watkins, Robert	\$418.41
95696	01/21/2016	French, Edward D, Ph.D	\$3,525.00	95773	01/27/2016	Arizona Public Service (APS)	\$983.59
95697	01/21/2016	Gasper, Jo Ann	\$55.62	95774	01/27/2016	Arizona Public Service (APS)	\$1,912.56
95698	01/21/2016	Gasper, Louis C	\$46.44	95775	01/27/2016	Arizona Water Company	\$7,264.31
95699	01/21/2016	GM Propane	\$1,671.08	95776	01/27/2016	Benson, City of	\$295.18
95700	01/21/2016	H5 Productions, Inc.	\$97,639.60	95777	01/27/2016	CenturyLink	\$4,382.00
95701	01/21/2016	JWS Web Design LLC	\$500.00	95778	01/27/2016	CenturyLink	\$65.38
95702	01/21/2016	Language Connection LLC	\$592.00	95779	01/27/2016	CenturyLink	\$72.27
95703	01/21/2016	LexisNexis Matthew Bender	\$128.22	95780	01/27/2016	Sierra Vista, City of	\$812.02
95704	01/21/2016	Madrid, Isabel	\$225.00	95781	01/27/2016	Sierra Vista, City of	\$1,161.34
95705	01/21/2016	Merle's Automotive Supply, Inc.	\$103.51	95782	01/27/2016	Southwest Gas Corporation	\$517.93
95706	01/21/2016	Newman Traffic Signs	\$1,209.00	95783	01/27/2016	Southwest Gas Corporation	\$16,103.09
95707	01/21/2016	Patten, Elizabeth	\$33.48	95784	01/27/2016	Sparkletts	\$117.85
95708	01/21/2016	Porta-Pot	\$887.25	95785	01/27/2016	Sulphur Springs Valley Electric Coop, Inc.	\$1,493.28
95709	01/21/2016	Prudential Overall Supply	\$255.75	95786	01/27/2016	Sulphur Springs Valley Electric Coop, Inc.	\$937.16
95710	01/21/2016	Recorded Books, LLC	\$332.96	95787	01/27/2016	Sulphur Springs Valley Electric Coop, Inc.	\$16,249.89
95711	01/21/2016	Ryan, William F	\$48.60	95788	01/28/2016	A Wonderful Life Home Health Care, LLC	\$1,402.50
95712	01/21/2016	Schlesinger, Aaron	\$957.60	95789	01/28/2016	Amazon.com LLC	\$1,313.38
95713	01/21/2016	Searle, Richard	\$624.66	95790	01/28/2016	Arizona Department of Corrections - Douglas	\$721.74
95714	01/21/2016	Senergy Petroleum LLC	\$22,709.91				

95791	01/28/2016	Arizona Department of Corrections - Douglas	\$96.00	95869	01/28/2016	Safelite Autoglass Corp.	\$604.50
95792	01/28/2016	Arizona Department of Corrections - Douglas	\$60.00	95870	01/28/2016	Senergy Petroleum LLC	\$8,671.68
95793	01/28/2016	Arizona Department of Transportation	\$2,771.61	95871	01/28/2016	Senergy Petroleum LLC	\$3,363.98
95794	01/28/2016	Arizona Justice of the Peace Association	\$100.00	95872	01/28/2016	Senergy Petroleum LLC	\$8,538.50
95795	01/28/2016	Arizona State Prison Complex - Fort Grant	\$1,678.00	95873	01/28/2016	Senergy Petroleum LLC	\$8,765.91
95796	01/28/2016	Arizona State Prison Complex - Fort Grant	\$3,101.20	95874	01/28/2016	Senergy Petroleum LLC	\$528.91
95797	01/28/2016	Artemis Legal, LLC	\$65.00	95875	01/28/2016	Senergy Petroleum LLC	\$2,980.61
95798	01/28/2016	Audio Editions	\$130.35	95876	01/28/2016	SHI International Corp.	\$392.57
95799	01/28/2016	Audio Editions	\$148.05	95877	01/28/2016	Shoemaker, Brad	\$225.00
95800	01/28/2016	AVTranz	\$498.00	95878	01/28/2016	Shoemaker, Brad	\$150.00
95801	01/28/2016	Bailey, Robert	\$100.00	95879	01/28/2016	Shoemaker, Brad	\$275.00
95802	01/28/2016	Banner-University Physicians Healthcare, Inc.	\$1,525.00	95880	01/28/2016	Sierra Vista, City of	\$10,300.00
95803	01/28/2016	Banning Creek Enterprises, LLC	\$2,956.80	95881	01/28/2016	Sierra Vista, City of	\$8,879.75
95804	01/28/2016	Benson Police Department	\$611.10	95882	01/28/2016	Southeastern AZ Contractors Assn (SACA)	\$16.00
95805	01/28/2016	Bisbee Towing	\$125.00	95883	01/28/2016	Southern AZ Children's Advocacy Ctr-SACAC	\$1,500.00
95806	01/28/2016	Blackstone Audiobooks	\$47.99	95884	01/28/2016	Southwest Hazard Control Incorporated	\$1,206.24
95807	01/28/2016	Bourke, Nancy	\$276.00	95885	01/28/2016	Southwest Hazard Control Incorporated	\$57,496.60
95808	01/28/2016	Brown & White Inc	\$70,222.47	95886	01/28/2016	Sparkletts	\$91.25
95809	01/28/2016	Brown and Caldwell	\$8,896.25	95887	01/28/2016	Staples	\$380.38
95810	01/28/2016	CEMEX Construction Materials South, LLC	\$3,086.85	95888	01/28/2016	Stericycle Inc.	\$590.76
95811	01/28/2016	CenturyLink	\$67.84	95889	01/28/2016	The Manch Law Firm, P.L.L.C.	\$1,286.70
95812	01/28/2016	CenturyLink	\$64.44	95890	01/28/2016	Thomson West	\$460.51
95813	01/28/2016	CenturyLink	\$73.10	95891	01/28/2016	Thomson West	\$1,195.32
95814	01/28/2016	CenturyLink	\$33.00	95892	01/28/2016	Thorn Law Office	\$5,986.15
95815	01/28/2016	CenturyLink	\$33.51	95893	01/28/2016	Time Clock Sales & Service Co.	\$165.43
95816	01/28/2016	Copper Queen Community Hospital	\$20.00	95894	01/28/2016	Trebilcock, Stephen L.	\$200.00
95817	01/28/2016	Copper Queen Community Hospital	\$140.00	95895	01/28/2016	U.S. Healthworks Medical Group of Arizona, PC	\$507.00
95818	01/28/2016	Copygraphix Inc.	\$79.95	95896	01/28/2016	United Fire Equipment Co	\$140.34
95819	01/28/2016	Copygraphix Inc.	\$96.10	95897	01/28/2016	United Fire Equipment Co	\$30.00
95820	01/28/2016	Courtesy Chevrolet / GMAC	\$39,200.86	95898	01/28/2016	Valley Telephone Cooperative, Inc.	\$107.32
95821	01/28/2016	Coverttrack Group Inc.	\$2,590.80	95899	01/28/2016	Vista Service Station Maint & Const, Inc.	\$7,632.01
95822	01/28/2016	Culligan of Tucson	\$24.06	95900	01/28/2016	Voyager Fleet System, Inc.	\$2,163.54
95823	01/28/2016	Culligan of Tucson	\$202.96	95901	01/28/2016	Watson Chevrolet	\$2,583.49
95824	01/28/2016	D & G Paint and Body Inc.	\$1,655.17	95902	01/28/2016	Waxie Sanitary Supply	\$1,309.90
95825	01/28/2016	Dell Marketing LP	\$7,133.07	95903	01/28/2016	Waxie Sanitary Supply	\$2,627.11
95826	01/28/2016	Douglas NAPA	\$408.92	95904	01/28/2016	West Elsberry Longenbaugh &	
95827	01/28/2016	Emily Danies Attorney at Law LLC	\$2,494.70			Zickerman, PLLC	\$930.00
95828	01/28/2016	Empire Southwest LLC	\$697.27	95905	01/28/2016	West Press	\$753.22
95829	01/28/2016	Evans Law Offices, PLLC	\$1,250.00	95906	01/28/2016	Wick Communications	\$67.50
95830	01/28/2016	Flores, Juan P	\$4,889.60	95907	01/28/2016	Wick Communications	\$349.37
95831	01/28/2016	Geodesy	\$5,000.00	95908	01/28/2016	Wick Communications	\$151.94
95832	01/28/2016	Gibson & Barnes	\$1,674.75	95909	01/28/2016	Wick Communications	\$125.15
95833	01/28/2016	Granite Construction Company	\$2,332.92	95910	01/28/2016	Willcox Auto Parts Inc.	\$243.76
95834	01/28/2016	Griffith, David B. Esq.	\$3,900.00	95911	01/28/2016	Willcox Auto Parts Inc.	\$793.81
95835	01/28/2016	HOV Services/Lason Systems	\$101.25	95912	01/28/2016	Willcox Auto Parts Inc.	\$57.20
95836	01/28/2016	Interstate Battery	\$288.82	95913	01/28/2016	Willcox Auto Parts Inc.	\$827.14
95837	01/28/2016	Interstate Battery	\$34.96	95914	01/28/2016	WIST Office Products Co	\$674.18
95838	01/28/2016	Interstate Battery	\$429.47	95915	01/28/2016	WIST Office Products Co	\$82.51
95839	01/28/2016	IronHawk Elevator LLC	\$375.00	95916	01/28/2016	WIST Office Products Co	\$226.55
95840	01/28/2016	John William Lovell, PC	\$1,465.00	95917	01/28/2016	WIST Office Products Co	\$11.32
95841	01/28/2016	Keefe Supply Company	\$2,835.70	95918	01/28/2016	WIST Office Products Co	\$305.37
95842	01/28/2016	Kelly, Peter A.	\$6,168.46	95919	01/28/2016	WR Ryan Company	\$2,618.68
95843	01/28/2016	Lawley Motors	\$6,370.36	95920	01/28/2016	Zumar Industries Inc	\$6,272.23
95844	01/28/2016	Levitt, Harriette P.	\$290.00	95921	01/28/2016	Borquez, Carlos	\$97.46
95845	01/28/2016	Lowell A. Jensen, PLC	\$4,100.00	95922	01/28/2016	Cochise County Finance Revolving Fund	\$12.50
95846	01/28/2016	McEachern, Janelle Esq	\$275.00	95923	01/28/2016	Cochise County Sheriff's Department	\$1,010.42
95847	01/28/2016	McGowan, Mark J.	\$9,400.00	95924	01/28/2016	Enriquez, Karen	\$100.00
95848	01/28/2016	Merle's Automotive Supply, Inc.	\$1,652.90	95925	01/28/2016	Evans, Lisa J.	\$591.00
95849	01/28/2016	Merle's Automotive Supply, Inc.	\$49.69	95926	01/28/2016	Honorable Adam Ambrose	\$53.18
95850	01/28/2016	Merle's Automotive Supply, Inc.	\$1,527.21	95927	01/28/2016	Medical Diagnostic Imaging Group	\$828.00
95851	01/28/2016	MG Reporting	\$577.17	95928	01/28/2016	Medical Diagnostic Imaging Group	\$34.00
95852	01/28/2016	Nina L. Caples, P.C.	\$455.85	95929	01/28/2016	Mortensen, Cynthia	\$42.01
95853	01/28/2016	Nyander, Penny Sue	\$17.50	95930	01/28/2016	Senergy Petroleum LLC	\$399.36
95854	01/28/2016	Nyander, Penny Sue	\$25.00	95931	01/28/2016	Anderson, Terrel Duane	\$13.00
95855	01/28/2016	O'Rielly Chevrolet, Inc.	\$293.84	95932	01/28/2016	Appelo, Regan C	\$264.00
95856	01/28/2016	O'Rielly Chevrolet, Inc.	\$600.89	95933	01/28/2016	Arzaga, Kelsey	\$20.25
95857	01/28/2016	OfficeMax North America Inc.	\$217.18	95934	01/28/2016	Cooper, Renee	\$88.00
95858	01/28/2016	OpenDNS Inc	\$3,332.34	95935	01/28/2016	Cooper, Renee	\$121.80
95859	01/28/2016	Prisoner Trans Services America LLC (PTS)	\$881.10	95936	01/28/2016	DeBee, Jonathan Daniel	\$91.00
95860	01/28/2016	Prudential Overall Supply	\$102.75	95937	01/28/2016	Dunlap, Mary Ellen	\$14.47
95861	01/28/2016	Prudential Overall Supply	\$404.37	95938	01/28/2016	Godfrey, Marilyn	\$27.00
95862	01/28/2016	Pueblo Mechanical & Controls, Inc.	\$3,920.81	95939	01/28/2016	Godfrey, Marilyn	\$38.90
95863	01/28/2016	Purcell's Western State Tire Company	\$2,530.38	95940	01/28/2016	Honorable Adam Ambrose	\$23.22
95864	01/28/2016	Recorded Books, LLC	\$89.35	95941	01/28/2016	Jones, Kelley S	\$350.35
95865	01/28/2016	Robert J. Zohlmann, Esq.	\$1,600.00	95942	01/28/2016	Lacombe, Kathleen A.	\$403.68
95866	01/28/2016	Ron Turley Associates, Inc.	\$992.63	95943	01/28/2016	Powell, Rayna	\$506.63
95867	01/28/2016	RWC International, LTD	\$2,787.01	95944	01/28/2016	Underwood, Susan B.	\$12.96
95868	01/28/2016	Safelite Autoglass Corp.	\$488.55	95945	01/28/2016	Pitney Bowes Reserve Account	\$10,000.00

95946	01/29/2016	Cooke, Stephen R.	\$180.00
95947	01/29/2016	Cooke, Stephen R.	\$180.00
95948	01/29/2016	Crowell, Patricia	\$5.40
95949	01/29/2016	Deneke, Buffy	\$473.20
95950	01/29/2016	Gasper, Jo Ann	\$24.30
95951	01/29/2016	Gasper, Louis C	\$24.84
95952	01/29/2016	Integrity Security Solutions, Inc.	\$250.00
95953	01/29/2016	Kuttner, Barbara L	\$27.54
95954	01/29/2016	Mundt, Lester E.	\$104.76
95955	01/29/2016	Nyander, Penny Sue	\$423.50
95956	01/29/2016	Ross, Ramiro	\$4.00
95957	01/29/2016	Ryan, William F	\$31.32
95958	01/29/2016	Sparkletts	\$15.06
95959	01/29/2016	Thomson West	\$88.09
95960	01/29/2016	Thomson West	\$9,859.04
95961	01/29/2016	Valley Security Service, Inc.	\$1,014.40
95962	01/29/2016	Hilb, Thomas J.	\$10.76

Cochise Co. Demands 2.9.16

95638	01/20/2016	CenturyLink	\$66.00	95715	01/21/2016	SHI International Corp.	\$314.06
95639	01/20/2016	CenturyLink	\$274.56	95716	01/21/2016	Sparkletts	\$13.99
95640	01/20/2016	CenturyLink	\$2,520.00	95717	01/21/2016	Sparkletts	\$37.66
95641	01/20/2016	Culligan of Tucson	\$64.58	95718	01/21/2016	Sparkletts	\$48.96
95642	01/20/2016	Sprint	\$67.87	95719	01/21/2016	Sparkletts	\$48.78
95643	01/20/2016	Sulphur Springs Valley Electric Coop, Inc.	\$939.44	95720	01/21/2016	Sparkletts	\$21.82
95644	01/20/2016	Sulphur Springs Valley Electric Coop, Inc.	\$1,259.38	95721	01/21/2016	Sparkletts	\$31.89
95645	01/20/2016	Valley Telephone Cooperative, Inc.	\$294.16	95722	01/21/2016	State of Arizona	\$225.00
95646	01/20/2016	Arizona Secretary of State	\$129.00	95723	01/21/2016	State of Arizona	\$225.00
95647	01/20/2016	Corey, Karen R. MS	\$498.46	95724	01/21/2016	Sulphur Springs Valley Electric Coop, Inc.	\$984.70
95648	01/21/2016	A-L Financial Corp	\$218.01	95725	01/21/2016	TALX UC eXpress	\$2,250.00
95649	01/21/2016	Burse & Associates, P.C.	\$75.00	95726	01/21/2016	Trujillo, Jeffrey D.	\$90.00
95650	01/21/2016	Cochise County/Sheakley/National Bank	\$8,846.94	95727	01/21/2016	Tyler Technologies, Inc.	\$1,571.04
95651	01/21/2016	DCS	\$491.17	95728	01/21/2016	UniFirst Corporation	\$304.51
95652	01/21/2016	Ewing & Ewing Attorneys	\$226.54	95729	01/21/2016	UniFirst Corporation	\$181.91
95653	01/21/2016	Fire Fighter's Police Officer's Cancer Insurance	\$50.00	95730	01/21/2016	Valley Imaging Solutions, Inc.	\$261.50
95654	01/21/2016	Nationwide Trust Co. FBO NRS	\$3,241.00	95731	01/21/2016	Valley Telephone Cooperative, Inc.	\$195.39
95655	01/21/2016	NYS Child Support Processing Center	\$32.00	95732	01/21/2016	VCA Apache Animal Hospital	\$91.23
95656	01/21/2016	Pennsylvania SCDU	\$215.00	95733	01/21/2016	Watch Guard	\$294.00
95657	01/21/2016	Pre-paid Legal Services, Inc. dba LegalShield	\$1,628.43	95734	01/21/2016	Wells, Doris	\$542.50
95658	01/21/2016	Support Payment Clearinghouse	\$6,469.86	95735	01/21/2016	Whitaker Brothers Business Machines, Inc	\$1,469.00
95659	01/21/2016	The Hameroff Law Group, PC	\$271.29	95736	01/21/2016	Wick Communications	\$253.12
95660	01/21/2016	The Hameroff Law Group, PC	\$203.01	95737	01/21/2016	Wick Communications	\$515.08
95661	01/21/2016	Treasurer of Virginia	\$137.00	95738	01/21/2016	Wick Communications	\$34.00
95662	01/21/2016	U.S. Department of Education	\$157.62	95739	01/21/2016	Willcox, City of	\$309.86
95663	01/21/2016	AZ Dept of Administration-Risk Mgmt	\$4,843.68	95740	01/21/2016	Cochise County Treasurer	\$400.00
95664	01/21/2016	A Check America	\$57.50	95741	01/21/2016	Cochise County Treasurer c/o Justice Court #5	\$42.01
95665	01/21/2016	Alejandro Upholstery	\$153.42	95742	01/21/2016	Lugo, Isabel	\$702.50
95666	01/21/2016	Amazon.com LLC	\$696.07	95743	01/21/2016	Acuna, Gloria	\$259.84
95667	01/21/2016	Arizona Association of Counties	\$80.00	95744	01/21/2016	Appelo, Regan C	\$230.61
95668	01/21/2016	Arizona Counties Insurance Pool	\$12,369.40	95745	01/21/2016	Edie, Patricia	\$40.66
95669	01/21/2016	Arizona Department of Corrections - Douglas	\$64.00	95746	01/21/2016	Greene, Patrick K.	\$35.38
95670	01/21/2016	Arizona Department of Corrections - Douglas	\$60.00	95747	01/21/2016	Gregan, Wayne	\$25.44
95671	01/21/2016	Arizona Department of Corrections - Douglas	\$695.23	95748	01/21/2016	Lopez, Nancy	\$18.09
95672	01/21/2016	Arizona Department of Corrections - Douglas	\$1,900.73	95749	01/21/2016	Lueck, Elizabeth	\$55.08
95673	01/21/2016	Arizona Dept of Corrections ASPC-Tucson	\$108.00	95750	01/21/2016	Martzke, James F.	\$72.16
95674	01/21/2016	Arizona State Law Journal	\$45.00	95751	01/21/2016	McCleave, Keturah M	\$57.42
95675	01/21/2016	Arizona State Prison Complex - Fort Grant	\$178.76	95752	01/21/2016	Miller, Carmen	\$51.39
95676	01/21/2016	Arizona State Prison Complex - Fort Grant	\$224.44	95753	01/21/2016	Watkins, Nathan	\$33.43
95677	01/21/2016	Arizona State Prison Complex - Fort Grant	\$252.76	95754	01/21/2016	Weissler, Liza Y.	\$22.56
95678	01/21/2016	Arizona State Prison Complex - Fort Grant	\$176.25	95755	01/26/2016	AOC Corrections Officer Retire	\$18,297.39
95679	01/21/2016	Arizona Supreme Court	\$400.00	95756	01/26/2016	Correction Officers	\$6,965.70
95680	01/21/2016	Audio Editions	\$339.14	95757	01/26/2016	EODCRS	\$9.06
95681	01/21/2016	Baker & Taylor, Inc.	\$1,984.15	95758	01/26/2016	Nationwide Retirement Solutions	\$507.50
95682	01/21/2016	Banning Creek Enterprises, LLC	\$7,392.00	95759	01/26/2016	Public Safety Retirement Syst	\$18,571.71
95683	01/21/2016	Batelli Enterprises, Inc.	\$750.00	95760	01/26/2016	Public Safety Retirement Syst	\$17,150.41
95684	01/21/2016	Berg's Enterprises	\$124.74	95761	01/26/2016	Public Safety Retirement Syst	\$1,231.94
95685	01/21/2016	Blackstone Audiobooks	\$150.00	95762	01/26/2016	Public Safety Retirement Syst	\$1,244.08
95686	01/21/2016	Bug-Wiser Exterminating, Inc.	\$180.00	95763	01/26/2016	Public Safety Retirement Syst	\$634.38
95687	01/21/2016	C-PEC Corporation	\$38.52	95764	01/26/2016	AZ Dept of Administration-Risk Mgmt	\$4,807.94
95688	01/21/2016	Center Point Large Print	\$103.65	95765	01/27/2016	Thomson West	\$1,958.42
95689	01/21/2016	Cochise Lock & Safe	\$8.10	95766	01/27/2016	Valley Telephone Cooperative, Inc.	\$1,182.07
95690	01/21/2016	Cochise Private Industry Council, Inc.	\$55,975.00	95767	01/27/2016	Waterfall, Economidis, Caldwell, Hanshaw & Villamana PC	\$1,101.00
95691	01/21/2016	Delk, Kenneth J.	\$100.00	95768	01/27/2016	CenturyLink	\$33.92
95692	01/21/2016	Deneke, Buffy	\$534.80	95769	01/27/2016	Cochise County Finance Revolving Fund	\$102.00
95693	01/21/2016	Douglas Police Department	\$3,285.25	95770	01/27/2016	King, Mary	\$116.25
95694	01/21/2016	Empire Southwest LLC	\$3,147.12	95771	01/27/2016	Soper, John R	\$331.59
95695	01/21/2016	Freeport-McMoRan Copper & Gold	\$100.00	95772	01/27/2016	Watkins, Robert	\$418.41
95696	01/21/2016	French, Edward D, Ph.D	\$3,525.00	95773	01/27/2016	Arizona Public Service (APS)	\$983.59
95697	01/21/2016	Gasper, Jo Ann	\$55.62	95774	01/27/2016	Arizona Public Service (APS)	\$1,912.56
95698	01/21/2016	Gasper, Louis C	\$46.44	95775	01/27/2016	Arizona Water Company	\$7,264.31
95699	01/21/2016	GM Propane	\$1,671.08	95776	01/27/2016	Benson, City of	\$295.18
95700	01/21/2016	H5 Productions, Inc.	\$97,639.60	95777	01/27/2016	CenturyLink	\$4,382.00
95701	01/21/2016	JWS Web Design LLC	\$500.00	95778	01/27/2016	CenturyLink	\$65.38
95702	01/21/2016	Language Connection LLC	\$592.00	95779	01/27/2016	CenturyLink	\$72.27
95703	01/21/2016	LexisNexis Matthew Bender	\$128.22	95780	01/27/2016	Sierra Vista, City of	\$812.02
95704	01/21/2016	Madrid, Isabel	\$225.00	95781	01/27/2016	Sierra Vista, City of	\$1,161.34
95705	01/21/2016	Merle's Automotive Supply, Inc.	\$103.51	95782	01/27/2016	Southwest Gas Corporation	\$517.93
95706	01/21/2016	Newman Traffic Signs	\$1,209.00	95783	01/27/2016	Southwest Gas Corporation	\$16,103.09
95707	01/21/2016	Patten, Elizabeth	\$33.48	95784	01/27/2016	Sparkletts	\$117.85
95708	01/21/2016	Porta-Pot	\$887.25	95785	01/27/2016	Sulphur Springs Valley Electric Coop, Inc.	\$1,493.28
95709	01/21/2016	Prudential Overall Supply	\$255.75	95786	01/27/2016	Sulphur Springs Valley Electric Coop, Inc.	\$937.16
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95713	01/21/2016	Searle, Richard	\$624.66	95790	01/28/2016	Arizona Department of Corrections - Douglas	\$721.74
95714	01/21/2016	Senergy Petroleum LLC	\$22,709.91				

95791	01/28/2016	Arizona Department of Corrections - Douglas	\$96.00	95869	01/28/2016	Safelite Autoglass Corp.	\$604.50
95792	01/28/2016	Arizona Department of Corrections - Douglas	\$60.00	95870	01/28/2016	Senergy Petroleum LLC	\$8,671.68
95793	01/28/2016	Arizona Department of Transportation	\$2,771.61	95871	01/28/2016	Senergy Petroleum LLC	\$3,363.98
95794	01/28/2016	Arizona Justice of the Peace Association	\$100.00	95872	01/28/2016	Senergy Petroleum LLC	\$8,538.50
95795	01/28/2016	Arizona State Prison Complex - Fort Grant	\$1,678.00	95873	01/28/2016	Senergy Petroleum LLC	\$8,765.91
95796	01/28/2016	Arizona State Prison Complex - Fort Grant	\$3,101.20	95874	01/28/2016	Senergy Petroleum LLC	\$528.91
95797	01/28/2016	Artemis Legal, LLC	\$65.00	95875	01/28/2016	Senergy Petroleum LLC	\$2,980.61
95798	01/28/2016	Audio Editions	\$130.35	95876	01/28/2016	SHI International Corp.	\$392.57
95799	01/28/2016	Audio Editions	\$148.05	95877	01/28/2016	Shoemaker, Brad	\$225.00
95800	01/28/2016	AVTranz	\$498.00	95878	01/28/2016	Shoemaker, Brad	\$150.00
95801	01/28/2016	Bailey, Robert	\$100.00	95879	01/28/2016	Shoemaker, Brad	\$275.00
95802	01/28/2016	Banner-University Physicians Healthcare, Inc.	\$1,525.00	95880	01/28/2016	Sierra Vista, City of	\$10,300.00
95803	01/28/2016	Banning Creek Enterprises, LLC	\$2,956.80	95881	01/28/2016	Sierra Vista, City of	\$8,879.75
95804	01/28/2016	Benson Police Department	\$611.10	95882	01/28/2016	Southeastern AZ Contractors Assn (SACA)	\$16.00
95805	01/28/2016	Bisbee Towing	\$125.00	95883	01/28/2016	Southern AZ Children's Advocacy Ctr-SACAC	\$1,500.00
95806	01/28/2016	Blackstone Audiobooks	\$47.99	95884	01/28/2016	Southwest Hazard Control Incorporated	\$1,206.24
95807	01/28/2016	Bourke, Nancy	\$276.00	95885	01/28/2016	Southwest Hazard Control Incorporated	\$57,496.60
95808	01/28/2016	Brown & White Inc	\$70,222.47	95886	01/28/2016	Sparkletts	\$91.25
95809	01/28/2016	Brown and Caldwell	\$8,896.25	95887	01/28/2016	Staples	\$380.38
95810	01/28/2016	CEMEX Construction Materials South, LLC	\$3,086.85	95888	01/28/2016	Stericycle Inc.	\$590.76
95811	01/28/2016	CenturyLink	\$67.84	95889	01/28/2016	The Manch Law Firm, P.L.L.C.	\$1,286.70
95812	01/28/2016	CenturyLink	\$64.44	95890	01/28/2016	Thomson West	\$460.51
95813	01/28/2016	CenturyLink	\$73.10	95891	01/28/2016	Thomson West	\$1,195.32
95814	01/28/2016	CenturyLink	\$33.00	95892	01/28/2016	Thorn Law Office	\$5,986.15
95815	01/28/2016	CenturyLink	\$33.51	95893	01/28/2016	Time Clock Sales & Service Co.	\$165.43
95816	01/28/2016	Copper Queen Community Hospital	\$20.00	95894	01/28/2016	Trebilcock, Stephen L.	\$200.00
95817	01/28/2016	Copper Queen Community Hospital	\$140.00	95895	01/28/2016	U.S. Healthworks Medical Group of Arizona, PC	\$507.00
95818	01/28/2016	Copygraphix Inc.	\$79.95	95896	01/28/2016	United Fire Equipment Co	\$140.34
95819	01/28/2016	Copygraphix Inc.	\$96.10	95897	01/28/2016	United Fire Equipment Co	\$30.00
95820	01/28/2016	Courtesy Chevrolet / GMAC	\$39,200.86	95898	01/28/2016	Valley Telephone Cooperative, Inc.	\$107.32
95821	01/28/2016	Coverttrack Group Inc.	\$2,590.80	95899	01/28/2016	Vista Service Station Maint & Const, Inc.	\$7,632.01
95822	01/28/2016	Culligan of Tucson	\$24.06	95900	01/28/2016	Voyager Fleet System, Inc.	\$2,163.54
95823	01/28/2016	Culligan of Tucson	\$202.96	95901	01/28/2016	Watson Chevrolet	\$2,583.49
95824	01/28/2016	D & G Paint and Body Inc.	\$1,655.17	95902	01/28/2016	Waxie Sanitary Supply	\$1,309.90
95825	01/28/2016	Dell Marketing LP	\$7,133.07	95903	01/28/2016	Waxie Sanitary Supply	\$2,627.11
95826	01/28/2016	Douglas NAPA	\$408.92	95904	01/28/2016	West Elsberry Longenbaugh & Zickerman, PLLC	\$930.00
95827	01/28/2016	Emily Danies Attorney at Law LLC	\$2,494.70	95905	01/28/2016	West Press	\$753.22
95828	01/28/2016	Empire Southwest LLC	\$697.27	95906	01/28/2016	Wick Communications	\$67.50
95829	01/28/2016	Evans Law Offices, PLLC	\$1,250.00	95907	01/28/2016	Wick Communications	\$349.37
95830	01/28/2016	Flores, Juan P	\$4,889.60	95908	01/28/2016	Wick Communications	\$151.94
95831	01/28/2016	Geodesy	\$5,000.00	95909	01/28/2016	Wick Communications	\$125.15
95832	01/28/2016	Gibson & Barnes	\$1,674.75	95910	01/28/2016	Willcox Auto Parts Inc.	\$243.76
95833	01/28/2016	Granite Construction Company	\$2,332.92	95911	01/28/2016	Willcox Auto Parts Inc.	\$793.81
95834	01/28/2016	Griffith, David B. Esq.	\$3,900.00	95912	01/28/2016	Willcox Auto Parts Inc.	\$57.20
95835	01/28/2016	HOV Services/Lason Systems	\$101.25	95913	01/28/2016	Willcox Auto Parts Inc.	\$827.14
95836	01/28/2016	Interstate Battery	\$288.82	95914	01/28/2016	WIST Office Products Co	\$674.18
95837	01/28/2016	Interstate Battery	\$34.96	95915	01/28/2016	WIST Office Products Co	\$82.51
95838	01/28/2016	Interstate Battery	\$429.47	95916	01/28/2016	WIST Office Products Co	\$226.55
95839	01/28/2016	IronHawk Elevator LLC	\$375.00	95917	01/28/2016	WIST Office Products Co	\$11.32
95840	01/28/2016	John William Lovell, PC	\$1,465.00	95918	01/28/2016	WIST Office Products Co	\$305.37
95841	01/28/2016	Keefe Supply Company	\$2,835.70	95919	01/28/2016	WR Ryan Company	\$2,618.68
95842	01/28/2016	Kelly, Peter A.	\$6,168.46	95920	01/28/2016	Zumar Industries Inc	\$6,272.23
95843	01/28/2016	Lawley Motors	\$6,370.36	95921	01/28/2016	Borquez, Carlos	\$97.46
95844	01/28/2016	Levitt, Harriette P.	\$290.00	95922	01/28/2016	Cochise County Finance Revolving Fund	\$12.50
95845	01/28/2016	Lowell A. Jensen, PLC	\$4,100.00	95923	01/28/2016	Cochise County Sheriff's Department	\$1,010.42
95846	01/28/2016	McEachern, Janelle Esq	\$275.00	95924	01/28/2016	Enriquez, Karen	\$100.00
95847	01/28/2016	McGowan, Mark J.	\$9,400.00	95925	01/28/2016	Evans, Lisa J.	\$591.00
95848	01/28/2016	Merle's Automotive Supply, Inc.	\$1,652.90	95926	01/28/2016	Honorable Adam Ambrose	\$53.18
95849	01/28/2016	Merle's Automotive Supply, Inc.	\$49.69	95927	01/28/2016	Medical Diagnostic Imaging Group	\$828.00
95850	01/28/2016	Merle's Automotive Supply, Inc.	\$1,527.21	95928	01/28/2016	Medical Diagnostic Imaging Group	\$34.00
95851	01/28/2016	MG Reporting	\$577.17	95929	01/28/2016	Mortensen, Cynthia	\$42.01
95852	01/28/2016	Nina L. Caples, P.C.	\$455.85	95930	01/28/2016	Senergy Petroleum LLC	\$399.36
95853	01/28/2016	Nyander, Penny Sue	\$17.50	95931	01/28/2016	Anderson, Terrel Duane	\$13.00
95854	01/28/2016	Nyander, Penny Sue	\$25.00	95932	01/28/2016	Appelo, Regan C	\$264.00
95855	01/28/2016	O'Rielly Chevrolet, Inc.	\$293.84	95933	01/28/2016	Arzaga, Kelsey	\$20.25
95856	01/28/2016	O'Rielly Chevrolet, Inc.	\$600.89	95934	01/28/2016	Cooper, Renee	\$88.00
95857	01/28/2016	OfficeMax North America Inc.	\$217.18	95935	01/28/2016	Cooper, Renee	\$121.80
95858	01/28/2016	OpenDNS Inc	\$3,332.34	95936	01/28/2016	DeBee, Jonathan Daniel	\$91.00
95859	01/28/2016	Prisoner Trans Services America LLC (PTS)	\$881.10	95937	01/28/2016	Dunlap, Mary Ellen	\$14.47
95860	01/28/2016	Prudential Overall Supply	\$102.75	95938	01/28/2016	Godfrey, Marilyn	\$27.00
95861	01/28/2016	Prudential Overall Supply	\$404.37	95939	01/28/2016	Godfrey, Marilyn	\$38.90
95862	01/28/2016	Pueblo Mechanical & Controls, Inc.	\$3,920.81	95940	01/28/2016	Honorable Adam Ambrose	\$23.22
95863	01/28/2016	Purcell's Western State Tire Company	\$2,530.38	95941	01/28/2016	Jones, Kelley S	\$350.35
95864	01/28/2016	Recorded Books, LLC	\$89.35	95942	01/28/2016	Lacombe, Kathleen A.	\$403.68
95865	01/28/2016	Robert J. Zohlmann, Esq.	\$1,600.00	95943	01/28/2016	Powell, Rayna	\$506.63
95866	01/28/2016	Ron Turley Associates, Inc.	\$992.63	95944	01/28/2016	Underwood, Susan B.	\$12.96
95867	01/28/2016	RWC International, LTD	\$2,787.01	95945	01/28/2016	Pitney Bowes Reserve Account	\$10,000.00
95868	01/28/2016	Safelite Autoglass Corp.	\$488.55				

95946	01/29/2016	Cooke, Stephen R.	\$180.00
95947	01/29/2016	Cooke, Stephen R.	\$180.00
95948	01/29/2016	Crowell, Patricia	\$5.40
95949	01/29/2016	Deneke, Buffy	\$473.20
95950	01/29/2016	Gasper, Jo Ann	\$24.30
95951	01/29/2016	Gasper, Louis C	\$24.84
95952	01/29/2016	Integrity Security Solutions, Inc.	\$250.00
95953	01/29/2016	Kuttner, Barbara L	\$27.54
95954	01/29/2016	Mundt, Lester E.	\$104.76
95955	01/29/2016	Nyander, Penny Sue	\$423.50
95956	01/29/2016	Ross, Ramiro	\$4.00
95957	01/29/2016	Ryan, William F	\$31.32
95958	01/29/2016	Sparkletts	\$15.06
95959	01/29/2016	Thomson West	\$88.09
95960	01/29/2016	Thomson West	\$9,859.04
95961	01/29/2016	Valley Security Service, Inc.	\$1,014.40
95962	01/29/2016	Hilb, Thomas J.	\$10.76

Regular Board of Supervisors Meeting**Board of Supervisors****Meeting Date:** 02/23/2016

Ratify a letter of Support Sierra Vista ADC Award

Submitted By: Arlethe Rios, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature Required **# of ORIGINALS Submitted for Signature:** 1**NAME of PRESENTER:** n/a **TITLE of PRESENTER:** n/a**Docket Number (If applicable):****Mandated Function?:** Not Mandated **Source of Mandate or Basis for Support?:****Information****Agenda Item Text:**

Ratify a letter to the Great American Communities Award Program in support of approving the City of Sierra Vista's application to be awarded the Great American Defense Community designation by the Association of Defense Communities (ADC).

Background:

The City of Sierra Vista would not receive a letter from Cochise County to submit with their application.

Department's Next Steps (if approved):

Letter has already been sent.

Impact of NOT Approving/Alternatives:

n/a.

To BOS Staff: Document Disposition/Follow-Up:

n/a

Attachments

Letter



Cochise County Board of Supervisors

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RICHARD R. SEARLE
Chairman
District 3

JAMES E. VLAHOVICH
County Administrator

PATRICK G. CALL
Vice-Chairman
District 1

EDWARD T. GILLIGAN
Deputy County Administrator

ANN ENGLISH
Supervisor
District 2

ARLETHE G. RIOS
Clerk of the Board

February 9, 2016

Eliana Brown, Great American Communities Award
2020 K Street NW, Suite 650
Washington, DC 20006

Dear Ms. Brown,

We are writing to express our strong support of the City of Sierra Vista's application for the newly created award from the Association of Defense Communities (ADC), the Great American Defense Community.

Cochise County's military history is deep in our roots and although we've grown since the early days of Buffalo Soldiers and Wyatt Earp, we are still a strong supporter of today's military, their mission, and their families; especially those stationed at Fort Huachuca. The City of Sierra Vista is key in this support to current service members and even Veterans. They provide a number of services, programs, and events that center around the military community and commemorate their dedication and service to our Nation.

Sierra Vista also focuses on forming partnerships with military organizations, especially Fort Huachuca, to ensure service members and their families have a say in what goes on in the community. This also extends to the veteran community in Sierra Vista via groups like the United Veterans Council.

Education is also a major component of Sierra Vista's dedication to our service members. Cochise College provides opportunities for veterans, active service members, and their families to advance their education and become successful in military or civilian career they chose.

Quality of life for service members, veterans, and their families is continually a focus of the leadership in the City of Sierra Vista and they show their effort through their services, programs, and partnerships.

The City of Sierra Vista is a great candidate and a worthy recipient of the ADC's Great American Defense Community award and we fully endorse their application.

Sincerely,

Richard R. Searle
Chairman

Patrick G. Call
Vice-Chairman

Ann English
Supervisor

Regular Board of Supervisors Meeting**4.****Meeting Date:** 02/23/2016

Letter to Senators/Representative FY2017 State Budget

Submitted By: Arlethe Rios, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation**Document Signatures:****NAME** n/a**of PRESENTER:****Mandated Function?:****Recommendation:****# of ORIGINALS****Submitted for Signature:****TITLE** n/a**of PRESENTER:****Source of Mandate
or Basis for Support?:**

Information**Agenda Item Text:**

Approve a letter to Senator Griffin, Representative Gowan, and Representative Stevens outlining the budget concerns for Cochise County related to State cost shifts.

Background:

A request from the County Supervisors Association to communicate with our legislators asking for assistance with budget priorities at the state level.

Department's Next Steps (if approved):

Send the letter to Senator Griffin, Representative Gowan and Stevens.

Impact of NOT Approving/Alternatives:

The legislators will not know the county's concerns related to State cost shifts.

To BOS Staff: Document Disposition/Follow-Up:

Mail letters.

Budget Information*Information about available funds***Budgeted:** ☐**Funds Available:** ☐**Amount Available:****Unbudgeted:** ☐**Funds NOT Available:** ☐**Amendment:** ☐**Account Code(s) for Available Funds****1:****Fund Transfers****Attachments**[Resolution](#)[Impact Spreadsheet](#)[Gowan Letter](#)[Griffin Letter](#)

RESOLUTION 15-26

REGARDING 2016 LEGISLATIVE PRIORITIES

WHEREAS, actions by state government since 2009 have impacted Cochise County by more than \$8.9 million; and

WHEREAS, these actions have resulted in over \$4.3 million in diverted road maintenance funds, \$1.8 million in lost revenue, and \$2.8 million in program shifts, including increasing the county share of justices of the peace salaries and requiring counties to fund state agencies; and

WHEREAS, these cost shifts caused significant financial distress for Cochise County, which is already reeling from the negative financial impacts of the economic downturn and slow recovery; and

WHEREAS, the current structure of the Public Safety Personnel Retirement System (PSPRS) is unsustainable and is placing growing pressure on Cochise County taxpayers; and

WHEREAS, the shifting of state agency costs to counties is both an inappropriate use of county taxpayer dollars and an ineffective governance model, forcing county taxpayers to subsidize a state run agency with no county managerial oversight; and

WHEREAS, Cochise County has neither the financial capacity to pay for additional state costs, nor the statutory ability to control costs of state administered programs the county is required to fund; and

WHEREAS, Cochise County also faces significant risk from the uncertain funding status of federal programs, including the Payment in Lieu of Taxes and Secure Rural Schools programs; and

WHEREAS, Cochise County's financial condition continues to be suppressed by a fourth straight year of declining Net Assessed Value; and

WHEREAS, it is critical to Cochise County that the state works to eliminate these cost shifts and revenue reductions in the FY 2017 budget, with the goal of reestablishing a sustainable financial model for the county,

NOW, THEREFORE, BE IT RESOLVED that the Arizona State Legislature is hereby implored to:

RESOLUTION 15-26**Re: Regarding 2016 Legislative Priorities**

Page | 2

- Engage with stakeholders to create a viable, long-term funding and benefit structure in PSPRS that addresses the needs of public safety professionals while protecting the interests of taxpayers; and
- Eliminate mandated county payments to state agencies, including the Arizona Department of Juvenile Corrections, the Arizona Department of Revenue, and the Arizona State Hospital; and
- Engage with counties and other stakeholders to find a mutually beneficial solution that protects both the state and local governments from uncapped liabilities associated with the 1 Percent Constitutional Property Tax Cap while allowing for budget flexibility to respond to constituent needs; and
- Eliminate the local government HURF transfers in the state budget, identify and enact revenue enhancements for the existing HURF distribution system, and pursue policies that improve efficient utilization of transportation resources; and
- Eliminate, fully fund, or require the political parties to pay for the costs associated with the Presidential Preference Election; and
- Restore, in statute, the county share of lottery funds to provide a stable source of revenue for county operations; and
- Continue to include authority for counties to access restricted funds through flexibility language to allow counties the ability to most efficiently manage taxpayer funds;

Thereby providing Cochise County and all Arizona counties with the financial stability necessary to continue providing mandated state services to local residents.

APPROVED AND ADOPTED this 3rd day of November, 2015.

Richard S. Call
 RICHARD S. CALL, Chairman
 Cochise County Board of Supervisors

ATTEST:

Arlenthe Rios
 For Arlenthe Rios,
 Clerk of the Board

APPROVED AS TO FORM:

Elda Orduno
Elda Orduno
 Britt W. Hanson,
 Chief Civil Deputy County Attorney

Fiscal Year 2017 Executive Budget Impacts to Counties

	HURF Shifts to DPS ¹	SVP Costs at ASH ²	100% of RTC Costs at ASH ³	Increased County Share of JP Salaries ⁴	Maricopa Superior Court Judge Salaries ⁵	ACJC Indigent Defense ⁶	Elimination of County Lottery Revenues ⁷	Elimination of Prop. 204 Funding ⁸	Costs for Juveniles Housed at DJC ⁹	1% Property Tax Cap Liability Shift ¹⁰	DOR Appropriation Shift ¹¹	Total Continuing Impacts to Counties
Apache	\$ 237,612	\$ -	\$ -	\$ 58,616	\$ -	\$ 5,744	\$ -	\$ -	\$ 134,264	\$ -	\$ 75,516	\$ 511,752
Cochise	\$ 283,043	\$ 35,533	\$ 106,880	\$ 107,463	\$ -	\$ 11,776	\$ -	\$ -	\$ 246,581	\$ -	\$ 138,688	\$ 929,965
Coconino	\$ 440,815	\$ 48,114	\$ 378,210	\$ 65,594	\$ -	\$ 13,362	\$ -	\$ -	\$ 252,354	\$ -	\$ 141,935	\$ 1,340,384
Gila	\$ 151,429	\$ -	\$ 80,160	\$ 37,682	\$ -	\$ 7,287	\$ -	\$ -	\$ 100,620	\$ -	\$ 56,593	\$ 433,771
Graham	\$ 82,839	\$ -	\$ -	\$ 33,495	\$ -	\$ 4,979	\$ -	\$ 234,200	\$ 69,875	\$ -	\$ 39,301	\$ 464,688
Greenlee	\$ 25,303	\$ -	\$ -	\$ 22,330	\$ -	\$ 1,003	\$ -	\$ 234,400	\$ 15,839	\$ -	\$ 8,909	\$ 307,783
La Paz	\$ 142,565	\$ -	\$ -	\$ 54,429	\$ -	\$ 3,067	\$ -	\$ 159,700	\$ 38,465	\$ -	\$ 21,634	\$ 419,860
Maricopa	\$ 5,956,952	\$ 2,121,356	\$ -	\$ -	\$ 9,012,159	\$ 447,723	\$ 249,772	\$ -	\$ 7,166,033	\$ -	\$ 4,030,498	\$ 28,984,493
Mohave	\$ 533,973	\$ 140,928	\$ -	\$ 96,298	\$ -	\$ 20,671	\$ 550,035	\$ -	\$ 375,818	\$ -	\$ 211,377	\$ 1,929,100
Navajo	\$ 363,838	\$ 71,186	\$ -	\$ 99,089	\$ -	\$ 13,131	\$ -	\$ -	\$ 201,718	\$ -	\$ 113,456	\$ 862,418
Pima	\$ 2,122,191	\$ 540,948	\$ -	\$ 243,897	\$ -	\$ 88,346	\$ 249,772	\$ 3,817,800	\$ 1,840,289	\$ 18,610,629	\$ 1,035,061	\$ 28,548,933
Pinal	\$ 849,807	\$ 140,204	\$ 166,796	\$ 138,167	\$ -	\$ 29,269	\$ 550,035	\$ -	\$ 705,449	\$ 2,815,942	\$ 396,776	\$ 5,792,444
Santa Cruz	\$ 143,083	\$ 35,653	\$ 176,654	\$ 30,704	\$ -	\$ 4,210	\$ -	\$ 214,800	\$ 89,024	\$ -	\$ 50,071	\$ 744,199
Yavapai	\$ 507,158	\$ 237,487	\$ -	\$ 92,111	\$ -	\$ 28,955	\$ 550,035	\$ 164,700	\$ 396,181	\$ -	\$ 222,830	\$ 2,199,457
Yuma	\$ 456,667	\$ 6,230	\$ -	\$ 52,986	\$ -	\$ 20,777	\$ -	\$ -	\$ 367,492	\$ -	\$ 206,694	\$ 1,110,845
Total	\$ 12,297,275	\$ 3,377,640	\$ 908,700	\$ 1,132,861	\$ 9,012,159	\$ 700,300	\$ 2,149,649	\$ 4,825,600	\$ 12,000,000	\$ 21,426,571	\$ 6,749,337	\$ 74,580,092

¹Shifts \$97,192,500 from the Highway User Revenue Fund (HURF) to the Department of Public Safety (DPS). This does include the effects of the \$30 million local government HURF restoration.

²Continues a session law provision that requires counties to pay 31 percent of the cost of treatment and confinement for Sexually Violent Persons (SVP) at the Arizona State Hospital (ASH). Based on actual FY2015 billings.

³Continues session law requiring counties to pay for 100 percent of the cost of Restoration To Competence (RTC) treatments at ASH. Based on actual FY2015 billings.

⁴Starting in FY11, the state share of Justice of Peace salaries is permanently lowered from 38.5 percent to 19.25 percent.

⁵Maricopa County is required to pay for 100 percent of Superior Court Judge Salaries.

⁶No state appropriation for ACJC State Aid to Indigent Defense is included. These monies are instead used to fund Attorney General and DPS

⁷The statutory distribution of lottery revenue to the counties was originally eliminated in FY11. In FY 2014, a direct appropriation to counties was included to replace this distribution.

⁸Does not restore Prop. 204 Hold Harmless payments.

⁹Continues permanent law which requires the director of the Arizona Department of Juvenile Corrections (ADJC) to assess a "committed youth confinement cost sharing fee" to each county. Session law requires the amount raised from the fees to equal \$12,000,000 and directs the director of ADJC to proportionally bill each county based on county population.

¹⁰CSA analysis on estimated 1% Cost liability for FY 2016 and assumes schools are held-harmless

¹¹Continues permanent law which requires the Arizona Department of Revenue (ADOR) to assess a fee to every county, city, and town. Session law requires the amount raised from the fees to equal \$20,755,835, of which \$6,749,337 is the aggregate county share, and proportionally allocates each county's share based on county population.

Note: Additional ongoing impacts not quantified include:

- Elimination of Post-Conviction Public Defender's Office
- Elimination of Department of Health Services' grants to counties (Prenatal, Tuberculosis, influenza, food borne illness)
- Suspension of State Lake Improvement Fund (SLIF) grant program
- Reduction of Federal Resources (Secure Rural Schools, Payment In Lieu of Tax, Criminal Justice, Public Health, among others)



Cochise County Board of Supervisors

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RICHARD R. SEARLE
Chairman
District 3

JAMES E. VLAHOVICH
County Administrator

PATRICK G. CALL
Vice-Chairman
District 1

EDWARD T. GILLIGAN
Deputy County Administrator

ANN ENGLISH
Supervisor
District 2

ARLETHE G. RIOS
Clerk of the Board

February 23, 2016

Honorable David Gowan
House of Representatives
1700 W. Washington
Room 223
Phoenix, AZ 85007

Dear Representative Gowan,

As you work on the FY2017 state budget, we are writing to urge your leadership in advocating for the elimination of state policies diverting local county resources to fund four state agencies. We understand the need to be cautious with state finances and that not all county impacts may be able to be addressed immediately, but we believe it is very important for the state to begin to take incremental steps toward relieving the counties of burdens that were previously enacted to help the state bridge temporary revenue shortfalls.

Since 2009, Cochise County has been impacted more than \$8,978,874 by state actions intended to alleviate revenue shortfalls in the state general fund. If these shifts continue, they will impact our county by an estimated \$929,965 in FY2017. This includes state mandated payments to the Arizona State Hospital, the Department of Juvenile Corrections, the Department of Revenue, and the diversion of local Highway User Revenue Funds to the Department of Public Safety.

These state policies, along with limited local revenue authority, are directly impacting the ability to perform basic county functions. Absent your assistance, they will continue to burden our taxpayers and divert scarce, local resources that should be utilized in Cochise County to support local public safety, criminal justice, road infrastructure and other core services of county government.

We appreciate your hard work on behalf of your constituents in our county, and we would be grateful for your leadership in advocating for the transition of state obligations off of county resources.

Sincerely,

Patrick G. Call
Chairman

Richard R. Searle
Vice-Chairman

Ann English
Member

Mark Dannels
County Sheriff

Brian McIntyre
County Attorney

Attachments: (Resolution passed by county, and CSA impact sheet)

1415 Melody Lane, Building G
Bisbee, Arizona 85603
520-432-9200
520-432-5016 fax
board@cochise.az.gov



Cochise County Board of Supervisors

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RICHARD R. SEARLE
Chairman
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JAMES E. VLAHOVICH
County Administrator

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Vice-Chairman
District 1

EDWARD T. GILLIGAN
Deputy County Administrator

ANN ENGLISH
Supervisor
District 2

ARLETHE G. RIOS
Clerk of the Board

February 23, 2016

Honorable Gail Griffin
Senate
1700 W. Washington
Room 212
Phoenix, AZ 85007

Dear Senator Griffin,

As you work on the FY2017 state budget, we are writing to urge your leadership in advocating for the elimination of state policies diverting local county resources to fund four state agencies. We understand the need to be cautious with state finances and that not all county impacts may be able to be addressed immediately, but we believe it is very important for the state to begin to take incremental steps toward relieving the counties of burdens that were previously enacted to help the state bridge temporary revenue shortfalls.

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Sincerely,

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Brian McIntyre
County Attorney

Attachments: (Resolution passed by county, and CSA impact sheet)

1415 Melody Lane, Building G
Bisbee, Arizona 85603
520-432-9200
520-432-5016 fax
board@cochise.az.gov



Cochise County Board of Supervisors

Public Programs...Personal Service
www.cochise.az.gov

RICHARD R. SEARLE
Chairman
District 3

JAMES E. VLAHOVICH
County Administrator

PATRICK G. CALL
Vice-Chairman
District 1

EDWARD T. GILLIGAN
Deputy County Administrator

ANN ENGLISH
Supervisor
District 2

ARLETHE G. RIOS
Clerk of the Board

February 23, 2016

Honorable David Stevens
House of Representatives
1700 W. Washington
Room 205
Phoenix, AZ 85007

Dear Representative Stevens,

As you work on the FY2017 state budget, we are writing to urge your leadership in advocating for the elimination of state policies diverting local county resources to fund four state agencies. We understand the need to be cautious with state finances and that not all county impacts may be able to be addressed immediately, but we believe it is very important for the state to begin to take incremental steps toward relieving the counties of burdens that were previously enacted to help the state bridge temporary revenue shortfalls.

Since 2009, Cochise County has been impacted more than \$8,978,874 by state actions intended to alleviate revenue shortfalls in the state general fund. If these shifts continue, they will impact our county by an estimated \$929,965 in FY2017. This includes state mandated payments to the Arizona State Hospital, the Department of Juvenile Corrections, the Department of Revenue, and the diversion of local Highway User Revenue Funds to the Department of Public Safety.

These state policies, along with limited local revenue authority, are directly impacting the ability to perform basic county functions. Absent your assistance, they will continue to burden our taxpayers and divert scarce, local resources that should be utilized in Cochise County to support local public safety, criminal justice, road infrastructure and other core services of county government.

We appreciate your hard work on behalf of your constituents in our county, and we would be grateful for your leadership in advocating for the transition of state obligations off of county resources.

Sincerely,

Patrick G. Call
Chairman

Richard R. Searle
Vice-Chairman

Ann English
Member

Mark Dannels
County Sheriff

Brian McIntyre
County Attorney

Attachments: (Resolution passed by county, and CSA impact sheet)

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Regular Board of Supervisors Meeting**Clerk of Superior Courts****Meeting Date:** 02/23/2016

IGA IV-D Case Processing

Submitted By: Kenny Reeves, Clerk of Superior Courts**Department:** Clerk of Superior Courts**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS Submitted for Signature:** 2**NAME of PRESENTER:** Kenny Reeves**TITLE of PRESENTER:** Chief Deputy**Mandated Function?:** Federal or State Mandate**Source of Mandate or Basis for Support?:** Supplemental

You will use this Agenda Item template if your item involves a Grant (whether a new or renewal grant). You also must attach the Grant Approval Form to the item before Finance will approve it. Select the SPECIAL LINKS on your left-hand menu and Click on "Grant Approval Form". Then complete the form, save it and attach it to your item (on the Attachments tab).

Information
Agenda Item Text:

Approve an Intergovernmental Agreement (IGA) between the Cochise County Clerk of the Court and the Arizona Department of Economic Security (ADES) for reimbursable child support activities for the period of October 1, 2015 through September 30, 2020.

Background:

This grant will supplement the cost of processing Child and Spousal support cases.

Department's Next Steps (if approved):

We will forward the signed agreement to the Department of Economic Security. They will sign the agreement and authorize the reimbursement of 66% of case processing costs. This amount will equal \$365,000 over the next 5 years.

Impact of NOT Approving/Alternatives:

The approval was given previously, however, the Attorney Generals for both parties have revised some verbiage. The impact of not approving would be that our cost for this case type would remain covered by general fund.

To BOS Staff: Document Disposition/Follow-Up:

The nature of the grant is a reimbursement of funds on a quarterly basis consistent with the parameters set by the contract and reported by our department.

Budget Information
*Information about available funds***Budgeted:** ☐**Funds Available:** ☐**Amount Available:**

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

IGA

IGA signed by LJO

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract between the Arizona Department of Economic Security ("ADES" or "Department") and the Clerk of the Superior Court In and for Cochise County ("Clerk").

WHEREAS the Department is duly authorized to execute and administer contracts under A.R.S §41-1954; and

WHEREAS the Clerk is duly authorized to execute and administer contracts under A.R.S. §12-283; and

WHEREAS the Department and the Clerk are authorized by A.R.S. §11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this contract;

THEREFORE, the Department and Clerk of the Court agree to abide by all the terms and conditions set forth in this Contract.

BY SIGNING THIS FORM ON BEHALF OF THE COURT, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CLERK OF THE COURT TO THIS CONTRACT.

**FOR AND ON BEHALF OF THE ARIZONA,
DEPARTMENT OF ECONOMIC SECURITY**

**FOR AND ON BEHALF OF THE CLERK
OF THE SUPERIOR COURT IN AND
FOR COCHISE COUNTY**

Procurement Officer Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

ADES Contract Number

IN ACCORDANCE WITH A.R.S. §11-952, THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED, WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: _____
Assistant Attorney General

By: _____
Public Agency Legal Counsel

Date: _____

Date: _____

1.0 ADES VISION AND MISSION STATEMENTS

1.1 ADES Vision: Opportunity, assistance and care for Arizonans in need.

1.2 ADES Mission: The Arizona Department of Economic Security makes Arizona stronger by helping Arizonans reach their potential through temporary assistance for those in need, and care for the vulnerable.

2.0 PARTIES

2.1 This Intergovernmental Agreement (IGA) is between the Arizona Department of Economic Security (ADES), and the Clerk of the Court for Cochise County (Clerk).

3.0 TERM OF AGREEMENT

3.1 The term of this Agreement shall have an effective date of October 1, 2015, and shall end on September 30, 2020 unless otherwise agreed upon by both parties in writing.

3.2 EXTENSION

This agreement may be extended through a written amendment by mutual agreement of the parties.

3.3 TERMINATION

3.3.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.

3.3.2 Each party shall have the right to terminate this agreement by providing to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.

4.0 AMENDMENTS OR MODIFICATIONS

4.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the agreement, unless done in writing and signed by the authorized representative of the respective parties.

4.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:

4.2.1 Change of telephone number;

4.2.2 Change in authorized signatory; and/or,

4.2.3 Change in the name and/or address of the person to whom notices are to be sent.

5.0 PURPOSE OF AGREEMENT

5.1 The purpose of this agreement is to establish responsibilities between the parties regarding Title IV-D operations and other required functions, with regard to reimbursable child support activities.

6.0 MANNER OF FINANCING

6.1 These services are financed by an annual grant from the Department of Health and Human Services, Administration for Children and Families, Grant No. G1604AZ4004.

7.0 SERVICE DESCRIPTION

7.1 A service that uses administrative and judicial methods to locate absent parents, establish paternity, establish child support obligation and enforce child and spousal support and provision of medical insurance.

8.0 CLERK RESPONSIBILITIES:

8.1 CHILD SUPPORT PAYMENTS

8.1.1 Within two (2) business days of receipt the Clerk shall forward all support payments, including purge payments, to the Arizona Child Support Payment Clearinghouse for posting. County issued checks with multiple obligor payments shall be accompanied by a document containing information necessary to post the payments accurately. The documented information shall include at a minimum; obligor name, Arizona Tracking Locate Automated System (ATLAS) case number, or court order number, amount paid, Clerk receipt number, and whether it is for a Title IV-D or Non-Title IV-D case.

8.1.2 The Clerk shall work each item in accordance with the United States Department of Health and Human Services and Office of Child Support Enforcement (OCSE) federal guidelines in the handling of collections held in suspense and undisbursed.

8.1.3 Any payments misapplied due to the action or inaction of the Clerk shall be the responsibility of the Clerk in an amount equal to any ADES loss. Prior to making a claim for reimbursement to the Clerk, ADES will issue

a letter to the Custodial Parent (CP) that received the erroneous payment. If the CP does not return the misapplied payment in full or make satisfactory payment arrangements within thirty (30) calendar days, the ADES shall invoice the clerk for the uncollected portion. The Clerk shall have thirty (30) calendar days to pay or to challenge the invoice by sending an email to DCSSPIE@azdes.gov. If DCSS recovers any amounts from the CP after the Clerk has paid the invoice, DCSS will refund the money to the Clerk.

- 8.1.4 The Clerk shall be responsible for activating the court action pending receipt ("R") narrative on ATLAS for all court orders or filings requiring monies to be held based on a court order or a minute entry. ADES shall be responsible for the removal of the "R" narrative on Title IV-D cases. Upon receipt of the underlying order, the Clerk shall be responsible for the removal of the "R" narrative in non-Title IV-D cases upon resolution of the court action as follows:
- 8.1.4.1 Seventy-five percent (75%) within two business days of the resolution; and,
- 8.1.4.2 Ninety-five percent (95%) within five business days of the resolution.
- 8.1.5 All Clerk of the Court debts must have accurate and defensible balances. The Clerk shall:
- Make any changes to the debts screens in ATLAS for Title IV-D cases. Debts screens include DELN, DEDN, SUOD and SUOL.
 - Make any debt adjustments or payment adjustments in ATLAS for Title IV-D cases. Debt and payment adjustment screens include DARN, DEHA, DEDR, RNRE, SURE, SUPR and PAAR.
- 8.1.6 The Clerk shall perform all duties assigned to the Clerk of the Superior Court pursuant to A.R.S. §25-510(C) for Non IV-D cases including:
- Load all new support orders in ATLAS
 - Modify order amounts in ATLAS
 - Respond to payment inquiries
 - Research payment related issues
 - Release payments pursuant to orders of the court
 - Update and maintain demographic and new employer information for the parties in ATLAS pursuant to A.R.S. §25-501.
- 8.1.7 For the purpose of this Agreement, support orders include both child support and spousal maintenance orders.
- 8.1.8 The Clerk shall accept child support payments at each courthouse facility. The Clerk may limit payment types (e.g. cash or money orders), but must provide to the payor a reasonable method for making payments without charge. The Clerk may also take checks made payable to the Arizona Child Support Payment Clearinghouse and forward the checks to Clearinghouse for negotiation.

9.0 LEGAL:

- 9.1 If the Clerk maintains its court records electronically pursuant to the Rules of the Supreme Court 94(g), the Clerk shall provide the Office of the Attorney General, or the Office of an Arizona County Attorney operating a Title IV-D program, with electronic remote access to those records pursuant to Rules of the Supreme Court.
- 9.2 Minute entries shall:
- (a) Include ATLAS numbers; when available;
 - (b) Be delivered electronically when available and allowed by rule; and
 - (c) In Title IV-D cases, minute entries shall endorse the Office of the Attorney General or the Office of the County Attorney at an email address provided by the agency, in addition to any notification to individual attorneys.
- 9.3 In Title IV-D and Non IV-D cases, the Clerk shall, in accordance with A.R.S. §25-504, mail or fax all Orders of Assignments (Income Withholding Orders) signed by the court upon entry of a new or modified child support order or an Order to Stop Order of Assignment within two (2) business days in ninety-five (95%) of the cases from date of receipt unless the document must be returned to the Judicial Officer for clarification.
- 9.4 Any Order of Assignment or Income withholding order containing the Social Security Number of the Obligor shall not be transmitted by electronic mail in accordance to A.R.S. §44-1373, unless transmitted using a secure connection or encryption.
- 9.4.1 The clerk shall make all appropriate ATLAS entries reflecting entry of support orders, orders of assignment or

income withholding orders within two business days. Guidelines for what constitutes appropriate entries can be found in Exhibit A, which is attached hereto and incorporated herein by reference.

9.4.2 The Clerk shall not close any Non IV-D ATLAS case until all Clearinghouse fees have been paid, ADES has waived collection of the fees or a court has explicitly ruled that no fees are owing

9.4.3 To the extent permitted by law, the Clerk shall provide information regarding the dates and case numbers of adoptions and termination of parental rights as requested by ADES, County Attorneys, or the Attorney General's Office so support orders may be stopped or modified.

10.0 TRAINING:

10.1 DCSS shall provide ATLAS training to the Clerk of the Court sufficient for the Clerk to comply with their duties under this agreement. Within thirty (30) calendar days of contract award, the Clerk shall designate two (2) Subject Matter Experts (SME) to be trained by DCSS. Thereafter it shall be the responsibility of the SME in the Clerk of the Court Office to train new personnel, as necessary, to become an SME.

10.2 DCSS will provide one-time instruction to the designated employees from the Clerk at no charge. All training shall be conducted in the Phoenix metro area. For Clerk staff who must travel, costs will be reimbursed by submitting a claim on the Certified Public Expenditure Statement (CPES) for travel, lodging, and per diem, if necessary. Reimbursement shall be in accordance with Arizona General Accounting Office Standards.

10.3 DCSS will provide the curriculum and training within 90 days of the contract award.

10.4 All new Clerk staff assigned to Title IV-D Child Support shall complete ADES required forms and ATLAS security training before being assigned "log on" identifiers for ATLAS.

10.5 New ATLAS users are required to complete the following forms provided by ADES:

10.5.1 J-125, Request for Terminal Access;

10.5.2 J-129, Affirmation Statement;

10.5.3 CS-169, Conflict of Interest/Confidentiality Statement.

10.6 The above forms are available electronically upon request. Completed forms shall be sent electronically to ISAADMIN@AZDES.GOV.

11.0 CUSTOMER SERVICE:

11.1 The Clerk shall provide customer service and access during regular business hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding holidays. Customer Service includes answering telephone calls, serving walk-in customers, and returning telephone calls within one business day. The Clerk is solely responsible for customer service inquiries on their county caseload. These inquiries include questions regarding payments and distribution, debt balances, debt adjustments, and case status. The Clerk shall respond to the ADES inquiries concerning support cases within two (2) business days.

11.2 Customer telephone calls regarding non Title IV-D inquiries shall not be directed to ADES staff. Clerk staff shall, within two (2) business days, email the appropriate ADES email address with a request for information when necessary. ADES staff will respond to email inquiries within two (2) business days. Email addresses for these inquiries shall be sent to Clerk staff upon the execution of this Agreement.

11.3 The Clerk shall provide to ADES names of Non-Title IV-D customer service representatives to whom inquiries and complaints can be directed for investigation and response.

11.4 Upon request by ADES, its agent, the Attorney General's Office and an Arizona County Attorney operating a Title IV-D program the Clerk shall provide, free of charge, copies of case records [as defined by Rules of the Supreme Court 123(b)(16)(B)]. Records shall be delivered or made accessible by mail, facsimile, or an electronically scanned format, to the requesting party within five (5) calendar days of the request. When certified copies of court documents are required, the Clerk shall provide them within fifteen (15) calendar days of the request at no charge. Copies requested by parties or another State's IV-D program shall be provided in the same timely manner, but the Clerk may charge for copies as permitted by law.

11.5 By close of business daily, the Clerk shall update ATLAS upon receipt of new information. Changes include, but are not limited to, names, addresses of the parties, telephone numbers, placement of the domestic violence indicator (NDI), job information, sources of income, and Social Security numbers. The Clerk shall add to the Case Activity List CAAL in ATLAS, alert codes upon processing all orders in Title IV-D cases.

11.6 Requests to open cases in which a Notice of Change in Status is received shall be processed within three (3) business days of receipt of the request.

11.7 When the status of the case is changed from IV-D to Non IV-D, The Clerk shall notify employers in writing,

within five (5) business days, of the change in the case number. This is to ensure proper payment credit on an Income Withholding Order.

- 11.8 The Clerk shall review NDI exception reports for the County, including Superior Court and the limited jurisdiction courts. The Clerk shall research cases on the exception report for data matches and make the proper ATLAS updates. The Clerk shall review these cases within three (3) business days of receipt of the report.

12.0 COMPENSATION FOR SERVICES:

- 12.1 The Clerk shall submit a yearly summary operating budget to ADES that reflects the projected expenditures for child support enforcement activities as required in this agreement by August 1st of each year.
- 12.2 If the Clerk intends to claim reimbursement for indirect costs, it shall provide yearly to ADES a copy of its cost allocation plan. The plan shall comply with the standards contained in OMB Circular A-87 and be subject to yearly written approval from ADES. The approval will be provided prior to the date of any period for which reimbursement is requested.
- 12.3 Actual, allowable expenditures shall be determined in accordance with provisions of this agreement, 45 CFR. 74.1, et seq., and 45 C.F.R. 304.
- 12.4 Under this agreement, the reimbursement rate shall be at the applicable amount established by the federal government in accordance with 42 U.S. Code, Section 655(a)(2).
- 12.5 If ADES conducts a financial audit and disallows expenses reimbursed under this agreement, the Clerk shall pay ADES in an amount equal to the amount of the disallowance.
- 12.6 If the Federal Office of Child Support Enforcement conducts a financial audit and disallows the Clerk expenses already reimbursed by the Department, the Clerk shall pay ADES an amount equal to any disallowance of expenses within 30 calendar days.

13.0 INCENTIVE PAYMENTS:

- 13.1 The ADES shall pay to the Clerk an amount equal to the proportionate share of incentives earned based on performance in the five federally established incentive measures for the quarter in which the incentives are earned. The Clerk's proportionate share shall be based upon the methodology set forth in the ADES current incentive policy, which is incorporated by reference into this agreement.
- 13.2 The ADES will determine incentives payments for the Clerk based on performance in the five federally established incentive measures.
- 13.3 Incentives paid each quarter to the counties are calculated based on "Arizona IV-D Incentive Distribution.
- 13.4 Arizona allocates the Incentive Pool based on the federal incentive distribution model which includes the following five (5) performance measures:
1. Paternity Establishment Percentage;
 2. Percentage of cases with support orders;
 3. Collection rate of current support
 4. Percentage of cases with collection on arrears and
 5. Cost Effectiveness Ratio (total dollars collected per dollar of expenditures).
- 13.5 The ADES will calculate the collections by County for both DCSS and the Clerk-run programs.
- 13.6 Cost by county includes courts, DCSS local offices and the central admin allocated costs.
- 13.7 State Share of Retained Earnings retained and passed to the Clerk since they run their own program.
- 13.8 Incentives are paid to county courts for services rendered.
- 13.9 The Clerk agrees to isolate incentive payments received from other funding and dedicate the use of such payment solely for the enhancement of the Clerk's Title IV-D program. Expenditure of incentive payments must follow the requirements of Section 7309 of the Deficit Reduction Act of 2005.

14.0 REPORTING REQUIREMENTS:

- 14.1 The Clerk shall submit to the Department programmatic and financial reports as required by the Department. These will include reports other than those required by federal regulations, such management reports as may be needed for the proper and efficient operation of the Title IV-D and Non IV-D program.
- 14.2 The Clerk shall provide a case closure report including amount of balance due;
- 14.3 Other reports may be required by the DCSS through the Contract term.

14.4 All reports shall reference the contract number and be submitted to the person designated by the Department in a manner agreed upon with the Department.

14.5 Reports shall be sent to:

AZ Department of Economic Security
Division of Child Support Enforcement
ATTN: Contracts Unit, Site Code 019A
PO Box 40458
Phoenix, AZ 85067-0458

14.6 If the Clerk has contractors conducting business as it relates to this Agreement, the Clerk shall submit the Certificate of Insurance as specified in Section 27.2 of this Agreement to the address below.

14.6.1 Contractors include; Armored Car Service, document and language translators, temporary staff and counselors.

AZ Department of Economic Security
Division of Child Support Enforcement
ATTN: Contracts Unit, Site Code 019A
PO Box 40458
Phoenix, AZ 85067-0458

15.0 PAYMENT REQUIREMENTS

15.1 Upon receipt of CS-016-FF, Certified Public Expenditure Statement (CPES), ADES will reimburse the Clerk for costs incurred in the delivery of Contract Services during the term of this Agreement within thirty (30) calendar days.

15.2 The Clerk shall submit supporting expense documents each month to support the claim on the CPES. The Clerk shall submit the CPES and supporting documentation by the 28th day of the month following the service.

15.3 CPES shall be submitted to:

AZ Department of Economic Security
Division of Child Support Services
ATTN: Contracts Unit, Site Code 019A
PO Box 40458
Phoenix, AZ 85067-0458

15.4 After Contract award, an email address may be provided for CPES, reports and notices.

15.5 Services provided to DCSE will be paid via Automated Clearing House (ACH) by using the ACH process. Instructions and downloadable forms are found at <https://gao.az.gov/sites/default/files/GAO-618%20ACH%20Vendor%20Authorization%20030215-S%26S.pdf>

16.0 NOTICES

16.1 All notices to the Clerk regarding this agreement shall be sent to the following address:

Cochise County Clerk of the Superior Court
Kenny Reeves, Chief Deputy Clerk
PO Box CK
Bisbee, AZ 85603

17.0 APPLICABLE LAW

17.1 This Contract shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this Contract shall comply with all applicable Federal, State and local laws, and the Clerk shall maintain all applicable licenses and permit requirements.

18.0 ARBITRATION

- 18.1 The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

19.0 AUDIT

- 19.1 In accordance with A.R.S. §35-214, the Clerk shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Clerk shall produce the original of any or all such records.

20.0 CANCELLATION FOR CONFLICT OF INTEREST

- 20.1 All staff and management associated with the Contract shall be required to identify whether they are party to a current child support case in Arizona. This includes phlebotomists who subcontract. If it is determined that the Clerk, an employee of the Clerk, or a subcontractor to the Clerk is a party to a child support case or has a family member who is a party to a case, a conflict of interest shall be deemed to exist if that staff member or subcontractor is actively involved in the case. The Clerk shall immediately notify the Department of the conflict of interest and ensure that the staff member or subcontractor will have no involvement in the case.

21.0 CONFIDENTIALITY

- 21.0 The Clerk and ADES shall adhere to standards of confidentiality of record maintenance in accordance with the law and DCSS policy. The Clerk agrees that any information provided by the Department or the State relative to the applicants or recipients of public assistance shall be used only for the administration of this contract, or in any investigation or civil proceeding conducted pursuant to this contract. The Clerk shall provide safeguards to restrict the use or disclosure of any information concerning any individual who is party to a case. The Clerk understands that revealing any information concerning the Non Custodial Parent (NCP) or Custodial Parent (CP), one to the other, is in violation of the law and grounds for immediate termination of this contract. This includes, but is not limited to, revealing the date, location and time that a party to a case is scheduled for paternity testing.
- 21.2 The safeguards provided shall also prohibit disclosure of any information that identifies by name, address, or social security number the Custodial Person to any committee or legislative body. The Contractor agrees that any federal or state tax-related information shall be treated as confidential and shall not be disclosed.
- 21.3 The Clerk shall establish and maintain procedures and controls that are acceptable to the Department for the purpose of assuring that no information contained in its records or obtained from the Department, or from others carrying out its functions under the contract, shall be used or disclosed by the Clerk or by the Clerk's agents, officers or employees except as required to perform duties under the contract. Persons requesting such information shall be referred to the Department. The Clerk also agrees that any information pertaining to an individual shall not be disclosed other than to employees or officers of the Clerk for the performance of duties under the contract, unless otherwise agreed to in writing by the Department.
- 21.4 The Clerk agrees not to use or permit the use of the names and/or addresses of individuals referred from the Department for any commercial purpose.
- 21.5 The Clerk shall observe and abide by all applicable State and Federal statutes, rules, and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Clerk shall release information to the ADES and to the Attorney General's Office as required by the terms of this contract, by law or upon their request.
- 21.6 The Clerk shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. The ADES will advise the Clerk as to applicable policies and procedures the ADES has adopted for such compliance.

22.0 CONFLICT OF INTEREST

- 22.1 In accordance with A.R.S. §38-511, the State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating,

securing, drafting or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement.

23.0 DATA SHARING AGREEMENT

23.1 When determined by the Department that sharing of confidential data will occur with the Clerk, the Clerk shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Clerk and each ADES Program sharing confidential data.

24.0 E-VERIFY

24.1 In accordance with A.R.S. §41-4401, the Clerk warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214, Subsection A.

25.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

25.1 By entering into the Agreement, the Clerk warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Clerk shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. The Clerk and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

25.2 The State may request verification of compliance for any Clerk or subcontractor performing work under the Agreement. Should the State suspect or find that the Clerk or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Clerk. All costs necessary to verify compliance are the responsibility of the Clerk.

26.0 INDEMNIFICATION

26.1 Each Party is responsible for its own negligence.

26.2 Indemnification for Clerk:

26.2.1 Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnatee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employers, or volunteers.

26.3 **Indemnification for Subcontractor**

26.3.1 In addition, the Clerk shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Clerk's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

27.0 INSURANCE REQUIREMENTS

27.1 INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA

27.1.1 None.

27.2 INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A PARTY TO THE INTERGOVERNMENTAL AGREEMENT

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)
The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Clerk, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

1. **Minimum Scope and Limits of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

<input type="checkbox"/> General Aggregate	\$2,000,000
<input type="checkbox"/> Products – Completed Operations Aggregate	\$1,000,000
<input type="checkbox"/> Personal and Advertising Injury	\$1,000,000
<input type="checkbox"/> Blanket Contractual Liability – Written and Oral	\$1,000,000
<input type="checkbox"/> Fire Legal Liability	\$ 50,000
<input type="checkbox"/> Each Occurrence	\$1,000,000

a. The policy shall be endorsed to **include coverage for sexual abuse and molestation.**

b. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona and the Arizona Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Clerk ”.**

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Clerk.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Clerk, involving automobiles owned, leased, hired or borrowed by the Clerk ”.**

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Clerk.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Clerk with their own list of persons to be insured.)

3. **Worker's Compensation and Employers' Liability**

<input type="checkbox"/> Workers' Compensation	Statutory
<input type="checkbox"/> Employers' Liability	
<input type="checkbox"/> Each Accident	\$ 500,000
<input type="checkbox"/> Disease – Each Employee	\$ 500,000
<input type="checkbox"/> Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Clerk.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

2. **Additional Insurance Requirements:** The policies shall contain, or be endorsed to contain, the following provisions:
 1. The State of Arizona and the Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement.
 2. The contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 3. Coverage provided by the contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
 3. **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the **Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007** and shall be sent by certified mail, return receipt requested.
 4. **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Clerk from potential insurer insolvency.
 5. **Verification of Coverage:** Clerk shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
 All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of Agreement.
- All certificates required by this Agreement shall be sent directly to **Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007** unless the Reporting Requirements specifies otherwise. The State of Arizona **contract number and contract description shall be noted or referenced on the certificate of insurance.** The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**
6. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
 7. **Approval:** Any modification or variation from the insurance requirements in this Agreement shall

be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal amendment to the Agreement, but may be made by administrative action.

8. **Exceptions:** In the event the contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

28.0 IT 508 COMPLIANCE

- 28.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. §41-3531 and 3532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

29.0 NON-AVAILABILITY OF FUNDS

- 29.1 In accordance with A.R.S. §35-154, every payment obligation of the State under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State or the Clerk at the end of the period for which funds are available. No liability shall accrue to the State or the Clerk in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

30.0 NON-DISCRIMINATION

- 30.1 In accordance with A.R.S. §41-1461 and Executive Order No. 2009-09, the Clerk shall provide equal employment opportunities for all persons, regardless of race, color, religion, creed, sex, age, national origin, disability or political affiliation. The Clerk shall comply with the Americans with Disabilities Act.

31.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

- 31.1 Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers

32.0 RIGHT OF OFFSET

- 32.1 The Department shall be entitled to offset against any sums due the Clerk, any expenses or costs incurred by the Department, or damages assessed by the Department concerning the Clerk's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages.

33.0 SAFEGUARDING OF TAX INFORMATION PER IRS PUBLICATION 1075

- 33.1 The Clerk agrees to comply with all federal statutory and regulatory provisions requiring that information be safeguarded and kept confidential. These statutes and regulations include, but are not limited to, 45 CFR § 309.80; 45 CFR §303.21 (Safeguarding Information); 45 CFR §303.30 (Securing Medical Support Information); and the United States Internal Revenue Code (IRC) 6103.

34.0 PERFORMANCE

- In performance of this Contract, the Clerk agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
- 34.2 All work will be done under the supervision of the Contractor or the Contractor's employees.

- 34.3 Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the Clerk will be prohibited.
- 34.4 All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- 34.5 The Clerk certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Clerk at the time the work is completed. If immediate purging of all data storage components is not possible, the Clerk certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- 34.6 Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Clerk will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- 34.7 All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- 34.8 No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- 34.9 The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- 34.10 The agency will have the right to void the contract if the Contractor fails to provide the safeguards described above.

35.0 CRIMINAL/CIVIL SANCTIONS:

- 35.1 Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 6 CFR 301.6103(n)-1.
- 35.2 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

35.3 Additionally, it is incumbent upon the Clerk to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Clerks by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Clerk, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

36.0 INSPECTION

36.1 The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the Clerk for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the Clerk is found to be noncompliant with contract safeguards.

37.0 THIRD- PARTY ANTITRUST VIOLATIONS

37.1 The Clerk assigns to the Department any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to the Clerk, toward fulfillment of this Agreement.

38.0 Attachments and Exhibits

38.1 Attachment 1 - Certification Regarding Lobbying

38.2 Attachment 2 - Certification Regarding Maintenance of Effort

38.3 Attachment 3 – Sub recipient Fact Sheet

39.0 Exhibit A Non IV-D Procedures Manual

40.0 Exhibit B Certified Public Expenditure Statement

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CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TITLE

APPLICANT ORGANIZATION

DATE SUBMITTED

ATTACHMENT 2

CERTIFICATION REGARDING MAINTENANCE OF EFFORT

In accordance with the applicable program statute(s) and regulation(s), the undersigned certifies that financial assistance provided by the Administration for Children and Families, for the specified activities to be performed under the Grants for Judicial Services by

_____, will be in addition to, and not in
(Applicant Organization)
substitution for, comparable activities previously carried on without Federal assistance.

Signature of Authorized Certifying Official

Title

Date

SUBRECIPIENT FACT SHEET

In accordance with OMB Circular A-133, Subpart D, §400(d), the following information is being provided to all sub recipients that receive federal awards passed through from the Department of Economic Security (Department).

Official/Legal Name of Sub recipient

Clerk of the Superior Court in and for Cochise County
(From the Contract)

Contract # _____

Federal Employer Taxpayer ID # 866000398

- Federal Grantor's Name U.S. Department of Health and Human Services

- CFDA Title and Number 93.563

- Award Name and Number Arizona Department of Economic Security

- Award Period October 1, 2015 through September 30, 2020
- Pass-through Number Assigned by the Department G1604AZ4004

(For example: **DES93.48599**, where DES identifies that these monies were passed through from the Department, 93.485 is the CFDA number, and 99 is the award year. OMB Circular A-133 requires that federal awards received by a subrecipient be identified on its Schedule of Expenditures of Federal Awards with the name of the pass-through entity and identifying number assigned by the pass-through entity.)

A copy of this Fact Sheet should be retained by the program and the subrecipient for audit purposes.



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract between the Arizona Department of Economic Security ("ADES" or "Department") and the Clerk of the Superior Court In and for Cochise County ("Clerk").

WHEREAS the Department is duly authorized to execute and administer contracts under A.R.S §41-1954; and

WHEREAS the Clerk is duly authorized to execute and administer contracts under A.R.S. §12-283; and

WHEREAS the Department and the Clerk are authorized by A.R.S. §11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this contract;

THEREFORE, the Department and Clerk of the Court agree to abide by all the terms and conditions set forth in this Contract.

BY SIGNING THIS FORM ON BEHALF OF THE COURT, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CLERK OF THE COURT TO THIS CONTRACT.

**FOR AND ON BEHALF OF THE ARIZONA,
DEPARTMENT OF ECONOMIC SECURITY**

**FOR AND ON BEHALF OF THE CLERK
OF THE SUPERIOR COURT IN AND
FOR COCHISE COUNTY**

Procurement Officer Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

ADES Contract Number

IN ACCORDANCE WITH A.R.S. §11-952, THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED, WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: _____
Assistant Attorney General

By: _____
Public Agency Legal Counsel

Date: _____

Date: _____

1.0 ADES VISION AND MISSION STATEMENTS

1.1 ADES Vision: Opportunity, assistance and care for Arizonans in need.

1.2 ADES Mission: The Arizona Department of Economic Security makes Arizona stronger by helping Arizonans reach their potential through temporary assistance for those in need, and care for the vulnerable.

2.0 PARTIES

2.1 This Intergovernmental Agreement (IGA) is between the Arizona Department of Economic Security (ADES), and the Clerk of the Court for Cochise County (Clerk).

3.0 TERM OF AGREEMENT

3.1 The term of this Agreement shall have an effective date of October 1, 2015, and shall end on September 30, 2020 unless otherwise agreed upon by both parties in writing.

3.2 EXTENSION

This agreement may be extended through a written amendment by mutual agreement of the parties.

3.3 TERMINATION

3.3.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.

3.3.2 Each party shall have the right to terminate this agreement by providing to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.

4.0 AMENDMENTS OR MODIFICATIONS

4.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the agreement, unless done in writing and signed by the authorized representative of the respective parties.

4.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:

4.2.1 Change of telephone number;

4.2.2 Change in authorized signatory; and/or,

4.2.3 Change in the name and/or address of the person to whom notices are to be sent.

5.0 PURPOSE OF AGREEMENT

5.1 The purpose of this agreement is to establish responsibilities between the parties regarding Title IV-D operations and other required functions, with regard to reimbursable child support activities.

6.0 MANNER OF FINANCING

6.1 These services are financed by an annual grant from the Department of Health and Human Services, Administration for Children and Families, Grant No. G1604AZ4004.

7.0 SERVICE DESCRIPTION

7.1 A service that uses administrative and judicial methods to locate absent parents, establish paternity, establish child support obligation and enforce child and spousal support and provision of medical insurance.

8.0 CLERK RESPONSIBILITIES:

8.1 CHILD SUPPORT PAYMENTS

8.1.1 Within two (2) business days of receipt the Clerk shall forward all support payments, including purge payments, to the Arizona Child Support Payment Clearinghouse for posting. County issued checks with multiple obligor payments shall be accompanied by a document containing information necessary to post the payments accurately. The documented information shall include at a minimum; obligor name, Arizona Tracking Locate Automated System (ATLAS) case number, or court order number, amount paid, Clerk receipt number, and whether it is for a Title IV-D or Non-Title IV-D case.

8.1.2 The Clerk shall work each item in accordance with the United States Department of Health and Human Services and Office of Child Support Enforcement (OCSE) federal guidelines in the handling of collections held in suspense and undisbursed.

8.1.3 Any payments misapplied due to the action or inaction of the Clerk shall be the responsibility of the Clerk in an amount equal to any ADES loss. Prior to making a claim for reimbursement to the Clerk, ADES will issue

a letter to the Custodial Parent (CP) that received the erroneous payment. If the CP does not return the misapplied payment in full or make satisfactory payment arrangements within thirty (30) calendar days, the ADES shall invoice the clerk for the uncollected portion. The Clerk shall have thirty (30) calendar days to pay or to challenge the invoice by sending an email to DCSSPIE@azdes.gov. If DCSS recovers any amounts from the CP after the Clerk has paid the invoice, DCSS will refund the money to the Clerk.

- 8.1.4 The Clerk shall be responsible for activating the court action pending receipt ("R") narrative on ATLAS for all court orders or filings requiring monies to be held based on a court order or a minute entry. ADES shall be responsible for the removal of the "R" narrative on Title IV-D cases. Upon receipt of the underlying order, the Clerk shall be responsible for the removal of the "R" narrative in non-Title IV-D cases upon resolution of the court action as follows:
- 8.1.4.1 Seventy-five percent (75%) within two business days of the resolution; and,
- 8.1.4.2 Ninety-five percent (95%) within five business days of the resolution.
- 8.1.5 All Clerk of the Court debts must have accurate and defensible balances. The Clerk shall:
- Make any changes to the debts screens in ATLAS for Title IV-D cases. Debts screens include DELN, DEDN, SUOD and SUOL.
 - Make any debt adjustments or payment adjustments in ATLAS for Title IV-D cases. Debt and payment adjustment screens include DARN, DEHA, DEDR, RNRE, SURE, SUPR and PAAR.
- 8.1.6 The Clerk shall perform all duties assigned to the Clerk of the Superior Court pursuant to A.R.S. §25-510(C) for Non IV-D cases including:
- Load all new support orders in ATLAS
 - Modify order amounts in ATLAS
 - Respond to payment inquiries
 - Research payment related issues
 - Release payments pursuant to orders of the court
 - Update and maintain demographic and new employer information for the parties in ATLAS pursuant to A.R.S. §25-501.
- 8.1.7 For the purpose of this Agreement, support orders include both child support and spousal maintenance orders.
- 8.1.8 The Clerk shall accept child support payments at each courthouse facility. The Clerk may limit payment types (e.g. cash or money orders), but must provide to the payor a reasonable method for making payments without charge. The Clerk may also take checks made payable to the Arizona Child Support Payment Clearinghouse and forward the checks to Clearinghouse for negotiation.

9.0 LEGAL:

- 9.1 If the Clerk maintains its court records electronically pursuant to the Rules of the Supreme Court 94(g), the Clerk shall provide the Office of the Attorney General, or the Office of an Arizona County Attorney operating a Title IV-D program, with electronic remote access to those records pursuant to Rules of the Supreme Court.
- 9.2 Minute entries shall:
- (a) Include ATLAS numbers; when available;
 - (b) Be delivered electronically when available and allowed by rule; and
 - (c) In Title IV-D cases, minute entries shall endorse the Office of the Attorney General or the Office of the County Attorney at an email address provided by the agency, in addition to any notification to individual attorneys.
- 9.3 In Title IV-D and Non IV-D cases, the Clerk shall, in accordance with A.R.S. §25-504, mail or fax all Orders of Assignments (Income Withholding Orders) signed by the court upon entry of a new or modified child support order or an Order to Stop Order of Assignment within two (2) business days in ninety-five (95%) of the cases from date of receipt unless the document must be returned to the Judicial Officer for clarification.
- 9.4 Any Order of Assignment or Income withholding order containing the Social Security Number of the Obligor shall not be transmitted by electronic mail in accordance to A.R.S. §44-1373, unless transmitted using a secure connection or encryption.
- 9.4.1 The clerk shall make all appropriate ATLAS entries reflecting entry of support orders, orders of assignment or

income withholding orders within two business days. Guidelines for what constitutes appropriate entries can be found in Exhibit A, which is attached hereto and incorporated herein by reference.

9.4.2 The Clerk shall not close any Non IV-D ATLAS case until all Clearinghouse fees have been paid, ADES has waived collection of the fees or a court has explicitly ruled that no fees are owing

9.4.3 To the extent permitted by law, the Clerk shall provide information regarding the dates and case numbers of adoptions and termination of parental rights as requested by ADES, County Attorneys, or the Attorney General's Office so support orders may be stopped or modified.

10.0 TRAINING:

10.1 DCSS shall provide ATLAS training to the Clerk of the Court sufficient for the Clerk to comply with their duties under this agreement. Within thirty (30) calendar days of contract award, the Clerk shall designate two (2) Subject Matter Experts (SME) to be trained by DCSS. Thereafter it shall be the responsibility of the SME in the Clerk of the Court Office to train new personnel, as necessary, to become an SME.

10.2 DCSS will provide one-time instruction to the designated employees from the Clerk at no charge. All training shall be conducted in the Phoenix metro area. For Clerk staff who must travel, costs will be reimbursed by submitting a claim on the Certified Public Expenditure Statement (CPES) for travel, lodging, and per diem, if necessary. Reimbursement shall be in accordance with Arizona General Accounting Office Standards.

10.3 DCSS will provide the curriculum and training within 90 days of the contract award.

10.4 All new Clerk staff assigned to Title IV-D Child Support shall complete ADES required forms and ATLAS security training before being assigned "log on" identifiers for ATLAS.

10.5 New ATLAS users are required to complete the following forms provided by ADES:

10.5.1 J-125, Request for Terminal Access;

10.5.2 J-129, Affirmation Statement;

10.5.3 CS-169, Conflict of Interest/Confidentiality Statement.

10.6 The above forms are available electronically upon request. Completed forms shall be sent electronically to ISAADMIN@AZDES.GOV.

11.0 CUSTOMER SERVICE:

11.1 The Clerk shall provide customer service and access during regular business hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding holidays. Customer Service includes answering telephone calls, serving walk-in customers, and returning telephone calls within one business day. The Clerk is solely responsible for customer service inquiries on their county caseload. These inquiries include questions regarding payments and distribution, debt balances, debt adjustments, and case status. The Clerk shall respond to the ADES inquiries concerning support cases within two (2) business days.

11.2 Customer telephone calls regarding non Title IV-D inquiries shall not be directed to ADES staff. Clerk staff shall, within two (2) business days, email the appropriate ADES email address with a request for information when necessary. ADES staff will respond to email inquiries within two (2) business days. Email addresses for these inquiries shall be sent to Clerk staff upon the execution of this Agreement.

11.3 The Clerk shall provide to ADES names of Non-Title IV-D customer service representatives to whom inquiries and complaints can be directed for investigation and response.

11.4 Upon request by ADES, its agent, the Attorney General's Office and an Arizona County Attorney operating a Title IV-D program the Clerk shall provide, free of charge, copies of case records [as defined by Rules of the Supreme Court 123(b)(16)(B)]. Records shall be delivered or made accessible by mail, facsimile, or an electronically scanned format, to the requesting party within five (5) calendar days of the request. When certified copies of court documents are required, the Clerk shall provide them within fifteen (15) calendar days of the request at no charge. Copies requested by parties or another State's IV-D program shall be provided in the same timely manner, but the Clerk may charge for copies as permitted by law.

11.5 By close of business daily, the Clerk shall update ATLAS upon receipt of new information. Changes include, but are not limited to, names, addresses of the parties, telephone numbers, placement of the domestic violence indicator (NDI), job information, sources of income, and Social Security numbers. The Clerk shall add to the Case Activity List CAAL in ATLAS, alert codes upon processing all orders in Title IV-D cases.

11.6 Requests to open cases in which a Notice of Change in Status is received shall be processed within three (3) business days of receipt of the request.

11.7 When the status of the case is changed from IV-D to Non IV-D, The Clerk shall notify employers in writing,

within five (5) business days, of the change in the case number. This is to ensure proper payment credit on an Income Withholding Order.

- 11.8 The Clerk shall review NDI exception reports for the County, including Superior Court and the limited jurisdiction courts. The Clerk shall research cases on the exception report for data matches and make the proper ATLAS updates. The Clerk shall review these cases within three (3) business days of receipt of the report.

12.0 COMPENSATION FOR SERVICES:

- 12.1 The Clerk shall submit a yearly summary operating budget to ADES that reflects the projected expenditures for child support enforcement activities as required in this agreement by August 1st of each year.
- 12.2 If the Clerk intends to claim reimbursement for indirect costs, it shall provide yearly to ADES a copy of its cost allocation plan. The plan shall comply with the standards contained in OMB Circular A-87 and be subject to yearly written approval from ADES. The approval will be provided prior to the date of any period for which reimbursement is requested.
- 12.3 Actual, allowable expenditures shall be determined in accordance with provisions of this agreement, 45 CFR. 74.1, et seq., and 45 C.F.R. 304.
- 12.4 Under this agreement, the reimbursement rate shall be at the applicable amount established by the federal government in accordance with 42 U.S. Code, Section 655(a)(2).
- 12.5 If ADES conducts a financial audit and disallows expenses reimbursed under this agreement, the Clerk shall pay ADES in an amount equal to the amount of the disallowance.
- 12.6 If the Federal Office of Child Support Enforcement conducts a financial audit and disallows the Clerk expenses already reimbursed by the Department, the Clerk shall pay ADES an amount equal to any disallowance of expenses within 30 calendar days.

13.0 INCENTIVE PAYMENTS:

- 13.1 The ADES shall pay to the Clerk an amount equal to the proportionate share of incentives earned based on performance in the five federally established incentive measures for the quarter in which the incentives are earned. The Clerk's proportionate share shall be based upon the methodology set forth in the ADES current incentive policy, which is incorporated by reference into this agreement.
- 13.2 The ADES will determine incentives payments for the Clerk based on performance in the five federally established incentive measures.
- 13.3 Incentives paid each quarter to the counties are calculated based on "Arizona IV-D Incentive Distribution.
- 13.4 Arizona allocates the Incentive Pool based on the federal incentive distribution model which includes the following five (5) performance measures:
1. Paternity Establishment Percentage;
 2. Percentage of cases with support orders;
 3. Collection rate of current support
 4. Percentage of cases with collection on arrears and
 5. Cost Effectiveness Ratio (total dollars collected per dollar of expenditures).
- 13.5 The ADES will calculate the collections by County for both DCSS and the Clerk-run programs.
- 13.6 Cost by county includes courts, DCSS local offices and the central admin allocated costs.
- 13.7 State Share of Retained Earnings retained and passed to the Clerk since they run their own program.
- 13.8 Incentives are paid to county courts for services rendered.
- 13.9 The Clerk agrees to isolate incentive payments received from other funding and dedicate the use of such payment solely for the enhancement of the Clerk's Title IV-D program. Expenditure of incentive payments must follow the requirements of Section 7309 of the Deficit Reduction Act of 2005.

14.0 REPORTING REQUIREMENTS:

- 14.1 The Clerk shall submit to the Department programmatic and financial reports as required by the Department. These will include reports other than those required by federal regulations, such management reports as may be needed for the proper and efficient operation of the Title IV-D and Non IV-D program.
- 14.2 The Clerk shall provide a case closure report including amount of balance due;
- 14.3 Other reports may be required by the DCSS through the Contract term.

14.4 All reports shall reference the contract number and be submitted to the person designated by the Department in a manner agreed upon with the Department.

14.5 Reports shall be sent to:

AZ Department of Economic Security
Division of Child Support Enforcement
ATTN: Contracts Unit, Site Code 019A
PO Box 40458
Phoenix, AZ 85067-0458

14.6 If the Clerk has contractors conducting business as it relates to this Agreement, the Clerk shall submit the Certificate of Insurance as specified in Section 27.2 of this Agreement to the address below.

14.6.1 Contractors include; Armored Car Service, document and language translators, temporary staff and counselors.

AZ Department of Economic Security
Division of Child Support Enforcement
ATTN: Contracts Unit, Site Code 019A
PO Box 40458
Phoenix, AZ 85067-0458

15.0 PAYMENT REQUIREMENTS

15.1 Upon receipt of CS-016-FF, Certified Public Expenditure Statement (CPES), ADES will reimburse the Clerk for costs incurred in the delivery of Contract Services during the term of this Agreement within thirty (30) calendar days.

15.2 The Clerk shall submit supporting expense documents each month to support the claim on the CPES. The Clerk shall submit the CPES and supporting documentation by the 28th day of the month following the service.

15.3 CPES shall be submitted to:

AZ Department of Economic Security
Division of Child Support Services
ATTN: Contracts Unit, Site Code 019A
PO Box 40458
Phoenix, AZ 85067-0458

15.4 After Contract award, an email address may be provided for CPES, reports and notices.

15.5 Services provided to DCSE will be paid via Automated Clearing House (ACH) by using the ACH process. Instructions and downloadable forms are found at <https://gao.az.gov/sites/default/files/GAO-618%20ACH%20Vendor%20Authorization%20030215-S%26S.pdf>

16.0 NOTICES

16.1 All notices to the Clerk regarding this agreement shall be sent to the following address:

Cochise County Clerk of the Superior Court
Kenny Reeves, Chief Deputy Clerk
PO Box CK
Bisbee, AZ 85603

17.0 APPLICABLE LAW

17.1 This Contract shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this Contract shall comply with all applicable Federal, State and local laws, and the Clerk shall maintain all applicable licenses and permit requirements.

18.0 ARBITRATION

- 18.1 The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

19.0 AUDIT

- 19.1 In accordance with A.R.S. §35-214, the Clerk shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Clerk shall produce the original of any or all such records.

20.0 CANCELLATION FOR CONFLICT OF INTEREST

- 20.1 All staff and management associated with the Contract shall be required to identify whether they are party to a current child support case in Arizona. This includes phlebotomists who subcontract. If it is determined that the Clerk, an employee of the Clerk, or a subcontractor to the Clerk is a party to a child support case or has a family member who is a party to a case, a conflict of interest shall be deemed to exist if that staff member or subcontractor is actively involved in the case. The Clerk shall immediately notify the Department of the conflict of interest and ensure that the staff member or subcontractor will have no involvement in the case.

21.0 CONFIDENTIALITY

- 21.0 The Clerk and ADES shall adhere to standards of confidentiality of record maintenance in accordance with the law and DCSS policy. The Clerk agrees that any information provided by the Department or the State relative to the applicants or recipients of public assistance shall be used only for the administration of this contract, or in any investigation or civil proceeding conducted pursuant to this contract. The Clerk shall provide safeguards to restrict the use or disclosure of any information concerning any individual who is party to a case. The Clerk understands that revealing any information concerning the Non Custodial Parent (NCP) or Custodial Parent (CP), one to the other, is in violation of the law and grounds for immediate termination of this contract. This includes, but is not limited to, revealing the date, location and time that a party to a case is scheduled for paternity testing.
- 21.2 The safeguards provided shall also prohibit disclosure of any information that identifies by name, address, or social security number the Custodial Person to any committee or legislative body. The Contractor agrees that any federal or state tax-related information shall be treated as confidential and shall not be disclosed.
- 21.3 The Clerk shall establish and maintain procedures and controls that are acceptable to the Department for the purpose of assuring that no information contained in its records or obtained from the Department, or from others carrying out its functions under the contract, shall be used or disclosed by the Clerk or by the Clerk's agents, officers or employees except as required to perform duties under the contract. Persons requesting such information shall be referred to the Department. The Clerk also agrees that any information pertaining to an individual shall not be disclosed other than to employees or officers of the Clerk for the performance of duties under the contract, unless otherwise agreed to in writing by the Department.
- 21.4 The Clerk agrees not to use or permit the use of the names and/or addresses of individuals referred from the Department for any commercial purpose.
- 21.5 The Clerk shall observe and abide by all applicable State and Federal statutes, rules, and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Clerk shall release information to the ADES and to the Attorney General's Office as required by the terms of this contract, by law or upon their request.
- 21.6 The Clerk shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. The ADES will advise the Clerk as to applicable policies and procedures the ADES has adopted for such compliance.

22.0 CONFLICT OF INTEREST

- 22.1 In accordance with A.R.S. §38-511, the State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating,

securing, drafting or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement.

23.0 DATA SHARING AGREEMENT

23.1 When determined by the Department that sharing of confidential data will occur with the Clerk, the Clerk shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Clerk and each ADES Program sharing confidential data.

24.0 E-VERIFY

24.1 In accordance with A.R.S. §41-4401, the Clerk warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214, Subsection A.

25.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

25.1 By entering into the Agreement, the Clerk warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Clerk shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. The Clerk and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

25.2 The State may request verification of compliance for any Clerk or subcontractor performing work under the Agreement. Should the State suspect or find that the Clerk or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Clerk. All costs necessary to verify compliance are the responsibility of the Clerk.

26.0 INDEMNIFICATION

26.1 Each Party is responsible for its own negligence.

26.2 Indemnification for Clerk:

26.2.1 Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnatee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employers, or volunteers.

26.3 **Indemnification for Subcontractor**

26.3.1 In addition, the Clerk shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Clerk's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

27.0 INSURANCE REQUIREMENTS

27.1 INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA

27.1.1 None.

27.2 INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A PARTY TO THE INTERGOVERNMENTAL AGREEMENT

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)
The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Clerk, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

1. **Minimum Scope and Limits of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

<input type="checkbox"/> General Aggregate	\$2,000,000
<input type="checkbox"/> Products – Completed Operations Aggregate	\$1,000,000
<input type="checkbox"/> Personal and Advertising Injury	\$1,000,000
<input type="checkbox"/> Blanket Contractual Liability – Written and Oral	\$1,000,000
<input type="checkbox"/> Fire Legal Liability	\$ 50,000
<input type="checkbox"/> Each Occurrence	\$1,000,000

a. The policy shall be endorsed to **include coverage for sexual abuse and molestation.**

b. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona and the Arizona Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Clerk ”.**

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Clerk.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Clerk, involving automobiles owned, leased, hired or borrowed by the Clerk ”.**

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Clerk.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Clerk with their own list of persons to be insured.)

3. **Worker's Compensation and Employers' Liability**

<input type="checkbox"/> Workers' Compensation	Statutory
<input type="checkbox"/> Employers' Liability	
<input type="checkbox"/> Each Accident	\$ 500,000
<input type="checkbox"/> Disease – Each Employee	\$ 500,000
<input type="checkbox"/> Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Clerk.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

2. **Additional Insurance Requirements:** The policies shall contain, or be endorsed to contain, the following provisions:
 1. The State of Arizona and the Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement.
 2. The contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 3. Coverage provided by the contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
 3. **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the **Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007** and shall be sent by certified mail, return receipt requested.
 4. **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Clerk from potential insurer insolvency.
 5. **Verification of Coverage:** Clerk shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
 All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of Agreement.
- All certificates required by this Agreement shall be sent directly to **Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007** unless the Reporting Requirements specifies otherwise. The State of Arizona **contract number and contract description shall be noted or referenced on the certificate of insurance.** The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**
6. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
 7. **Approval:** Any modification or variation from the insurance requirements in this Agreement shall

be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal amendment to the Agreement, but may be made by administrative action.

8. **Exceptions:** In the event the contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

28.0 IT 508 COMPLIANCE

- 28.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. §41-3531 and 3532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

29.0 NON-AVAILABILITY OF FUNDS

- 29.1 In accordance with A.R.S. §35-154, every payment obligation of the State under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State or the Clerk at the end of the period for which funds are available. No liability shall accrue to the State or the Clerk in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

30.0 NON-DISCRIMINATION

- 30.1 In accordance with A.R.S. §41-1461 and Executive Order No. 2009-09, the Clerk shall provide equal employment opportunities for all persons, regardless of race, color, religion, creed, sex, age, national origin, disability or political affiliation. The Clerk shall comply with the Americans with Disabilities Act.

31.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

- 31.1 Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers

32.0 RIGHT OF OFFSET

- 32.1 The Department shall be entitled to offset against any sums due the Clerk, any expenses or costs incurred by the Department, or damages assessed by the Department concerning the Clerk's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages.

33.0 SAFEGUARDING OF TAX INFORMATION PER IRS PUBLICATION 1075

- 33.1 The Clerk agrees to comply with all federal statutory and regulatory provisions requiring that information be safeguarded and kept confidential. These statutes and regulations include, but are not limited to, 45 CFR § 309.80; 45 CFR §303.21 (Safeguarding Information); 45 CFR §303.30 (Securing Medical Support Information); and the United States Internal Revenue Code (IRC) 6103.

34.0 PERFORMANCE

- In performance of this Contract, the Clerk agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
 - 34.2 All work will be done under the supervision of the Contractor or the Contractor's employees.

- 34.3 Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the Clerk will be prohibited.
- 34.4 All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- 34.5 The Clerk certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Clerk at the time the work is completed. If immediate purging of all data storage components is not possible, the Clerk certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- 34.6 Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Clerk will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- 34.7 All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- 34.8 No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- 34.9 The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- 34.10 The agency will have the right to void the contract if the Contractor fails to provide the safeguards described above.

35.0 CRIMINAL/CIVIL SANCTIONS:

- 35.1 Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 6 CFR 301.6103(n)-1.
- 35.2 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

35.3 Additionally, it is incumbent upon the Clerk to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Clerks by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Clerk, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

36.0 INSPECTION

36.1 The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the Clerk for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the Clerk is found to be noncompliant with contract safeguards.

37.0 THIRD- PARTY ANTITRUST VIOLATIONS

37.1 The Clerk assigns to the Department any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to the Clerk, toward fulfillment of this Agreement.

38.0 Attachments and Exhibits

38.1 Attachment 1 - Certification Regarding Lobbying

38.2 Attachment 2 - Certification Regarding Maintenance of Effort

38.3 Attachment 3 – Sub recipient Fact Sheet

39.0 Exhibit A Non IV-D Procedures Manual

40.0 Exhibit B Certified Public Expenditure Statement

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CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TITLE

APPLICANT ORGANIZATION

DATE SUBMITTED

ATTACHMENT 2

CERTIFICATION REGARDING MAINTENANCE OF EFFORT

In accordance with the applicable program statute(s) and regulation(s), the undersigned certifies that financial assistance provided by the Administration for Children and Families, for the specified activities to be performed under the Grants for Judicial Services by

_____, will be in addition to, and not in
(Applicant Organization)
substitution for, comparable activities previously carried on without Federal assistance.

Signature of Authorized Certifying Official

Title

Date

SUBRECIPIENT FACT SHEET

In accordance with OMB Circular A-133, Subpart D, §400(d), the following information is being provided to all sub recipients that receive federal awards passed through from the Department of Economic Security (Department).

Official/Legal Name of Sub recipient

Clerk of the Superior Court in and for Cochise County
(From the Contract)

Contract # _____

Federal Employer Taxpayer ID # 866000398

- Federal Grantor's Name U.S. Department of Health and Human Services

- CFDA Title and Number 93.563

- Award Name and Number Arizona Department of Economic Security

- Award Period October 1, 2015 through September 30, 2020
- Pass-through Number Assigned by the Department G1604AZ4004

(For example: **DES93.48599**, where DES identifies that these monies were passed through from the Department, 93.485 is the CFDA number, and 99 is the award year. OMB Circular A-133 requires that federal awards received by a subrecipient be identified on its Schedule of Expenditures of Federal Awards with the name of the pass-through entity and identifying number assigned by the pass-through entity.)

A copy of this Fact Sheet should be retained by the program and the subrecipient for audit purposes.

Regular Board of Supervisors Meeting**Community Development****Meeting Date:** 02/23/2016

Authorizing acceptance of an abandonment of a portion of Camino Pinon

Submitted By: Teresa Murphy, Community Development**Department:** Community Development**Division:** Right of Way**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS Submitted for Signature:** 1**NAME of PRESENTER:** Karen Riggs**TITLE of PRESENTER:** Director**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate**Source of Mandate or Basis for Support?:** ARS 28-7201 thru 28-7215**Information****Agenda Item Text:**

Adopt Resolution 16-06, authorizing the abandonment of a portion of Camino Pinon located in Pirtleville.

Background:

The applicants Raul and Marina Montano, contacted Cochise County Highway & Floodplain department to abandon a portion of Camino Pinon located in Pirtleville. Camino Pinon was dedicated to the public per plat map book 12 page 80 in October 1988. The portion of Camino Pinon south of Palm Ave and Ash Ave is a primitive, native-surfaced roadway. This portion of Camino Pinon is not maintained. The applicants owns both parcels 408-20-280 and 408-20-277 which traverses both sides of the proposed abandonment. The public right-of-way is overgrown with vegetation and has been used for illegal dumping. The applicants wish to combine their parcels and clean up the area. Local property owners were contacted, and are in favor of the proposed abandonment. Area operating utilities were also contacted, and no objections were received. The County Transportation Planner has considered the drainage and future connectivity within the Pirtleville area as a consideration, and finds this requested abandonment to an appropriate action to undertake at this time. Her memo is attached. The land purchase fee was determined to be \$3,150.00. The applicants have paid all fees associated with this proposed abandonment.

This department recommends approval of the proposed abandonment based on there is no objections and the public right-of-way is unnecessary.

Department's Next Steps (if approved):

If abandoned, and once abandonment documents have been executed, no further Board action is required.

Impact of NOT Approving/Alternatives:

If the abandonment is not approved, Camino Pinon will remain a dedicated public right-of-way.

To BOS Staff: Document Disposition/Follow-Up:

Please return a copy of the recorded documents to H&F, attn: Teresa Murphy.

AttachmentsExecutive SummaryExecutive Summary MapResolution

Quit Claim Deed

Memo from Transportation Planner

Abandonment Application

Letters of Support from Property Owners

Letters of Support from Utilities

Location Map



Cochise County
Community Development
Highway and Floodplain Division

Public Programs...Personal Service
www.cochise.az.gov

INTEROFFICE MEMO

Date: February 3, 2016
To: Board of Supervisors
Thru: Karen Riggs, Director
From: Pam Hudgins, Right-of-Way Agent II
Subject: **Resolution 16- __ Abandonment of a portion of Camino Pinon**

Recommendation: This department recommends adoption of the accompanying resolution abandoning a portion of Camino Pinon which is unnecessary for public use.

Background (Brief) The applicants Raul and Marina Montano, contacted Cochise County Highway & Floodplain department to abandon a portion of Camino Pinon located in Pirtleville. Camino Pinon was dedicated to the public per plat map book 12 page 80 in October 1988. The portion of Camino Pinon south of Palm Ave and Ash Ave is a primitive, native-surfaced roadway. This portion of Camino Pinon is not maintained. The applicants owns both parcels 408-20-280 and 408-20-277 which traverses both sides of the proposed abandonment. The public right-of-way is overgrown with vegetation and has been used for illegal dumping. The applicants wish to combine their parcels and clean up the area. Local property owners were contacted, and are in favor of the proposed abandonment. Area operating utilities were also contacted, and no objections were received. The County Transportation Planner has considered the drainage and future connectivity within the Pirtleville area as a consideration, and finds this requested abandonment to be an appropriate action to undertake at this time. Her memo is attached. The land purchase fee was determined to be \$3,150.00. The applicants have paid all fees associated with this proposed abandonment.

This department recommends approval of the proposed abandonment based on there is no objections and the public right-of-way is unnecessary.

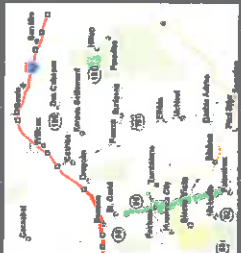
Fiscal Impact & Funding Sources: N/A

Next Steps/Action Items/Follow-up: If abandoned, and once abandonment documents have been executed, no further Board action is required.

Impact of Not Approving: If the abandonment is not approved, Camino Pinon will remain a dedicated public right-of-way.

Highway and Floodplain
1415 Melody Lane, Building F
Bisbee, Arizona 85603
520-432-9300
520-432-9337 fax
1-800-752-3745
highway@cochise.az.gov
floodplain@cochise.az.gov

Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603
520-432-9300
520-432-9278 fax
1-877-777-7958
planningandzoning@cochise.az.gov



Map For Executive Summary

Located in
Section 11
Township 24 South
Range 27 East
G.&S.R.M.

This map is a product of the
Cochise County GIS
Information Technology Dept.



0' 1" = 400'

Pirtle Addition to the City of Douglas

Location of
Proposed
Abandonment
(60' x 135')



W ASH AVE

W ASH AVE

W PALM AVE

W EIR AVE

N FRANKLIN ST

N ROOSEVELT ST

N MCKINLEY ST

N CLIFVELAND ST

N CALLE DEL LAUREL

N CAMINO JINON

N DOUGLAS AV

Legend
Parcel
Road
County Maintained Road
Area of proposed abandonment

RESOLUTION 16-__

**AUTHORIZING THE ABANDONMENT OF A PORTION OF CAMINO PINON
PUBLIC RIGHT-OF-WAY IN THE PIRTLE ADDITION**

WHEREAS, the Board of Supervisors of Cochise County, Arizona is authorized to dispose of unnecessary public roadway pursuant to A.R.S. § 28-7201 through 28-7215; and

WHEREAS, there has been presented to the Board of Supervisors of Cochise County Arizona, a formal request praying for the abandonment of that certain public right-of-way, known as Camino Pinon adjoining parcels 408-20-280 and 408-20-277, more particularly described as follows:

That portion of a certain 60 foot wide public right-of-way, known as N. Camino Pinon, as it adjoins the East boundary of Lot 20 of Block 35, and as it adjoins the West boundary of Lot 11 of Block 36, of Pirtle Addition to the Townsite of Douglas, according to Book 0 of Maps and Plats at page 28, Office of the County Recorder, Cochise County, Arizona, more particularly described as follows:

The westerly 30 feet of said 60 foot wide public right-of-way, as it adjoins the easterly line of Lot 20 of Block 35, and the easterly 30 feet of said 60 foot wide public right-of-way, as it adjoins the westerly line of Lot 11 Block 36 of Pirtle Addition to the townsite of Douglas.

WHEREAS, the Board of Supervisors having considered all comments regarding this request at their meeting held February 23, 2016, and having determined that the public right-of-way described hereinabove is not necessary for public use as a roadway pursuant to A.R.S. § 28-7202; and

WHEREAS, a Quit Claim Deed for the vacated rights-of-way will be issued to the adjacent property owner upon receipt of monies, in accordance with A.R.S. § 28-7208; and

WHEREAS, unknown public utilities may exist within said right-of-way,

NOW, THEREFORE, IT IS HEREBY RESOLVED that the petition for the abandonment as described and requested herein is hereby granted, and the public right-of-way is hereby vacated, in accordance with A.R.S. § 28-7201, *et seq.*

///

RESOLUTION 16-__

**Re: Authorizing The Abandonment Of A Portion Of Camino Pinon Public Right-Of-Way
In The Pirtle Addition**

Page | 2

IT IS FURTHER RESOLVED that the interest of Cochise County in lands described above is hereby vacated and the issuance of Quit Claim Deed vesting title in the adjacent property owners is hereby authorized pursuant to A.R.S. § 28-7205.4. The Chairman of the Board is hereby authorized to execute the Quit Claim Deed and all other documents necessary to completion of this transaction.

IT IS FINALLY RESOLVED that any and all rights-of-way or easements for existing sewer, gas, water or similar pipelines and appurtenances and for canals, laterals or ditches and appurtenances and for electric, telephone, and similar lines and appurtenances shall continue as they existed prior to the disposals or abandonment thereof, pursuant to A.R.S. § 28-7210.


PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this ____ day of _____, 2016.

Richard R. Searle, Chairman
Cochise County Board of Supervisors

ATTEST:

Arlethe Rios,
Clerk of the Board

APPROVED AS TO FORM:



Britt W. Hanson, Chief Civil,
Deputy County Attorney

Exempt pursuant to
A.R.S. 11-1134.A.3

QUIT CLAIM DEED

For full and fair consideration, Cochise County, State of Arizona, does hereby quit claim to **Raul Montano** and **Marina Montano**, husband and wife, heirs or assigns, all right, title, or interest in the following real property situated in Cochise County, Arizona.

That portion of a certain 60 foot wide public right-of-way, known as N. Camino Pinon, as it adjoins the East boundary of Lot 20 of Block 35, and as it adjoins the West boundary of Lot 11 of Block 36, of Pirtle Addition to the Townsite of Douglas, according to Book 0 of Maps and Plats at page 28, Office of the County Recorder, Cochise County, Arizona, more particularly described as follows:

The westerly 30 feet of said 60 foot wide public right-of-way, as it adjoins the easterly line of Lot 20 of Block 35, and the easterly 30 feet of said 60 foot wide public right-of-way, as it adjoins the westerly line of Lot 11 Block 36 of Pirtle Addition to the townsite of Douglas.

Subject to the same encumbrances, liens, limitation, restriction, estates as exist on the land to which it accrues, pursuant to A.R.S. 28-7205.

Subject to easements for existing utilities, pursuant to A.R.S. 28-7210.

The undersigned is authorized to execute this document pursuant to Resolution No. 16-____ adopted by the Cochise County Board of Supervisors.

Dated this ____ day of _____, 2016.

Richard Searle, Chairman
Board of Supervisors

STATE OF ARIZONA)
) ss.
COUNTY OF COCHISE)

The foregoing instrument was acknowledged before me this__ day of _____, 2016, by Richard Searle, for the purpose and consideration herein contained.

My Commission Expires:

Notary Public



COCHISE COUNTY

COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

MEMORANDUM

Date: February 4, 2016

To: Pam Hudgins, Right-of-Way Agent I

From: Karen L. Lamberton, AICP, County Transportation Planner

Subject: Proposed Abandonment of dedicated ROW on N. Camino Pinon/Parcel 408-20-277-280

The applicant has requested abandonment of a roadway right-of-way placed in 1903 as part of the Pirtleville townsite, located northwest of the City of Douglas. N. Camino Pinon is designated as an urban local roadway. The portion of N. Camino Pinon south of E. Palm Ave is County-Maintained; the portion between W. Palm Ave. and W. Ash Ave. is a primitive, native-surfaced roadway. Although public rights of way exist, the portion subject to this abandonment request is not improved or county-maintained at this time. This assessment was completed in December 2014 when this application was first submitted.

Two major roadwork chip-seal projects were conducted in the Pirtleville area: the first in 1982 and the second in 1994. The majority of the dedicated roadways in this area were first declared as County highways by the Board of Supervisors and then improved to chip-sealed surfaces. At the completion of the 1994 work all but four segments of the original traffic circulation network in the area were declared and improved. The four remaining segments are: N. Camino Pinon, N. Cleveland St. and N. McKinley St. between W. Palm Ave. totaling approximately 900 feet and W. Ash Ave.; and W. Ash Ave. between N. Cleveland St. and N. Camino Pinon totaling approximately 1,300 feet. These missing links total approximately 2,200 feet.

At the time of the roadway declarations, prior to the roadway improvements being completed, the parcels served by these roadways were not yet built out. Staff at that time (1982 and 1994) only presented to the Board of Supervisors those roadways segments that served existing residential development. Since that time approximately 10 new residential units have been constructed that take access off of one or more of the missing link roadways.

As part of the overall street improvements the County also analyzed the drainage conditions of the Pirtleville area. The lack of a developed storm drainage system as well as the fact that the parcels were located in a natural drainage caused frequent flooding to developed properties. In 1991 the County undertook the construction of a series of shallow swales and reshaping of intersections to re-route storm runoff through different points on the perimeter of the townsite. This re-routing used natural topography as much as possible but reconstructed, with the use of swales, drainage flows to reroute throughout the Pirtleville area along existing roadways, down existing alleyways and on existing dedicated right-of-ways.

Since that time, intermittent maintenance and reshaping activities continue to occur to manage floodwater flow through the Pirtleville area.

A site visit to the proposed abandonment area noted that all routes on these missing links were 1) traversable by an average vehicle; 2) were apparently under current use by a few motor vehicles; 3) alleyways are in use for both access to back gates to lots and as an utility corridor and 4) unauthorized dirt barricades within the dedicated right-of-way were causing vehicles/trucks to either go over the dirt piles or around them, possibly into private property, in order to use the dirt routes.

The current owner of parcels located on both sides of the unimproved N. Camino Pinon now wishes to abandon that portion of the roadway easement located between his two parcels. The continuity of the roadway network is broken in one other place in this townsite – the parcels that serve the neighborhood school. This proposed abandonment would create another permanent broken link in the traffic network.

Recommendation:

We have concerns with abandoning the requested section of dedicated right-of-way. Our strongest objection is the control of drainage mitigation throughout the townsite. As drainage is currently routed throughout the network of dedicated right-of-way this abandonment would reduce the options on this northeast section of Pirtleville. Secondly, it appears that the routes are in use, howbeit infrequently given the primitive condition of the roads. If improved to the standard of all other roadways in this area it is likely that this route would be used for local access to parcels.

Appropriate staff should be advised of the accumulation of trash and debris as well as the unauthorized dirt barricades within the County's dedicated right-of-way and that these be properly disposed of.

Residential development is now in place that was not in existence during the 1994 roadway improvement project and it may be now appropriate to complete the chip-sealing of this entire roadway network. It may be appropriate to evaluate the need for connecting these four missing links into the improved (chip-sealed) traffic circulation network for Pirtleville.

We recommend that the appropriate staff evaluate the need for this one segment of N. Camino Pinon for its desirability and usefulness for conveying stormwater throughout the townsite. If stormwater can be adequately re-routed and it would not harm the long-standing system for addressing previous flooding in this area then an abandonment of this segment, while breaking up the neighborhood gird traffic circulation, would not be detrimental to the Pirtleville area as a whole.

Given the background on the N. Camino Pinon segment subject to this request it appears to be premature at this time to support abandonment. The County's 2040 long-range transportation plan, recommends the identification and completion of missing links in the transportation network, such as these four links. Additional consideration of the implications for drainage and future connectivity within the Pirtleville area would be suggested as part of the assessment of this proposed abandonment. However, this memo reflects technical traffic circulation and potential drainage concerns only and it is acknowledged that there are other factors under consideration that may find this requested abandonment to be an appropriate action to undertake at this time.

Telephone: (520) 432-9300
Fax: (520) 432-9337
Fax: (520) 432-9337
Toll Free: 1-800-752-3745

COCHISE COUNTY
HIGHWAY AND FLOODPLAIN DEPARTMENT
1415 W. MELODY LANE, BISBEE, AZ 85603
Your County Questions answered: www.cochise.az.gov



ROADWAY ABANDONMENT APPLICATION

Name: Raul S. Montano
Mailing: P.O. Box 694
Address: City: Divulville State: AZ ZIP: 85626
Daytime Telephone: (520) 364-6753/234-8771 FAX: (520) 364-3609
Assessor's Parcel Number:

1. Physical Description of Request and/or attach Map:

(ex: Abandonment of 30' of Right-of-Way bordering the South side of parcel ____)

Map attached

2. Reason for Request / Comments / Concerns:

Road is not used. We would like to clean up
dumping and fence it in with our adjoining lots
on either side of the road. We own property on both
sides of the road and at the dead end.

3. List any known utilities located in the requested abandonment area:

4. Attach and include any other information deemed necessary.

Raul S. Montano
Signature of Applicant*

9/26/14
Date

*Applicant is required to be the current owner (or a legally authorized representative of the owner, proof of which must be submitted with this form) of a property adjacent to the requested roadway.

FOR DEPARTMENTAL USE ONLY				
Application Processing Fee - \$75	Total \$ Received: <u>\$75</u>	Date: <u>9/30/2014</u>	Receipt #: <u>802781</u>	Received By: <u>TEC</u>

Raul and Marina Montano
PO Box 694
Pirtleville, AZ 85626

Board of Supervisors
Attn: Ann English – District 2
1415 Melody Lane
Building G.
Bisbee, AZ 85603

September 17, 2014

Mrs. English and Board members,

My wife and I are long-time residents of Pirtleville, AZ and have owned property here for over 20 years. We would like to petition for abandonment of a small section of an undeveloped road, Camino Pinon, which runs between the two parcels of land that we own. One parcel, 408-20-280 9 (Pirtle Lots 11 & 12 BLK 36 4-04 LV Map Book) is the land that our residence is on and the one adjacent to it is #408-20-277 1 (Pirtle Lots 18, 19, 20 BLK 35 4-17 LV MAP Book). The road is very primitive and it is overgrown by mesquite and other weeds. It is not used except on occasion by us and recently there has been dumping in there and we would like to clean it up. We recently purchased 12 acres of land, parcel #408-18-005 (Section 001 Township 024 Range 027 IN THE NE NE BY M&B BEG 30's & 30' W OF THE NE COR OF NE 4) directly north of these parcels. The road dead ends there. I have attached copies of 2 maps that will show the properties and section of road that I am referring to. Please let me know if there is anything more that I need to do or if you have any questions. I would be happy to speak with you.

Thank you very much,



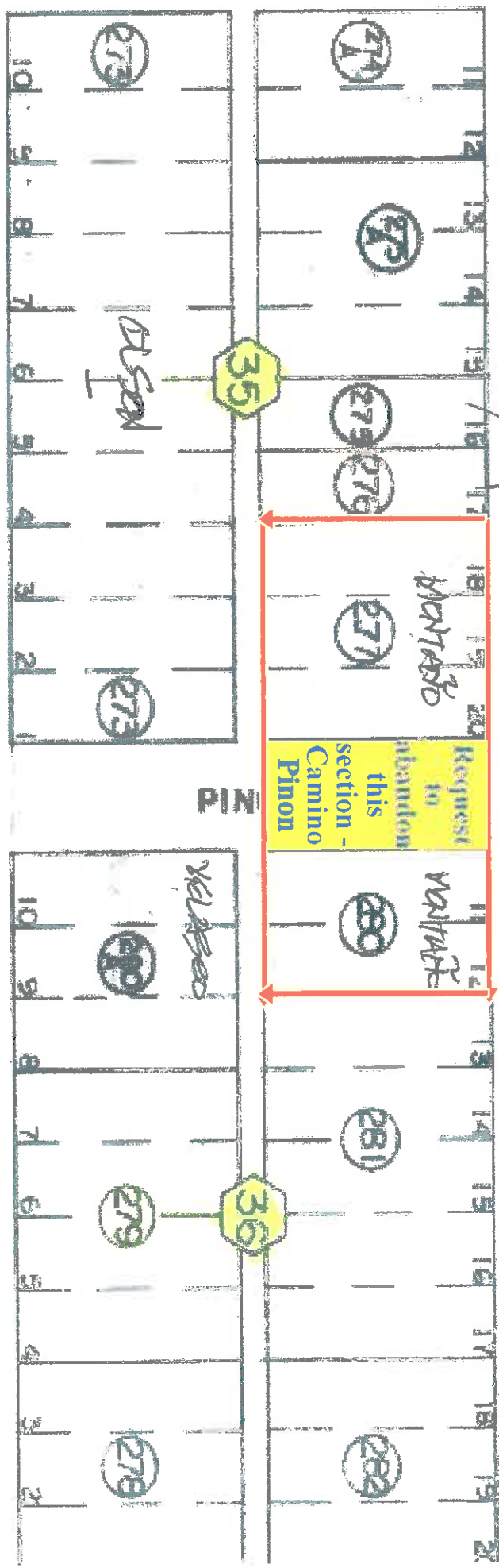
Raul S Montano
520-234-8771

ASH

SEE MAP ACEDD

AVE

LAUREL



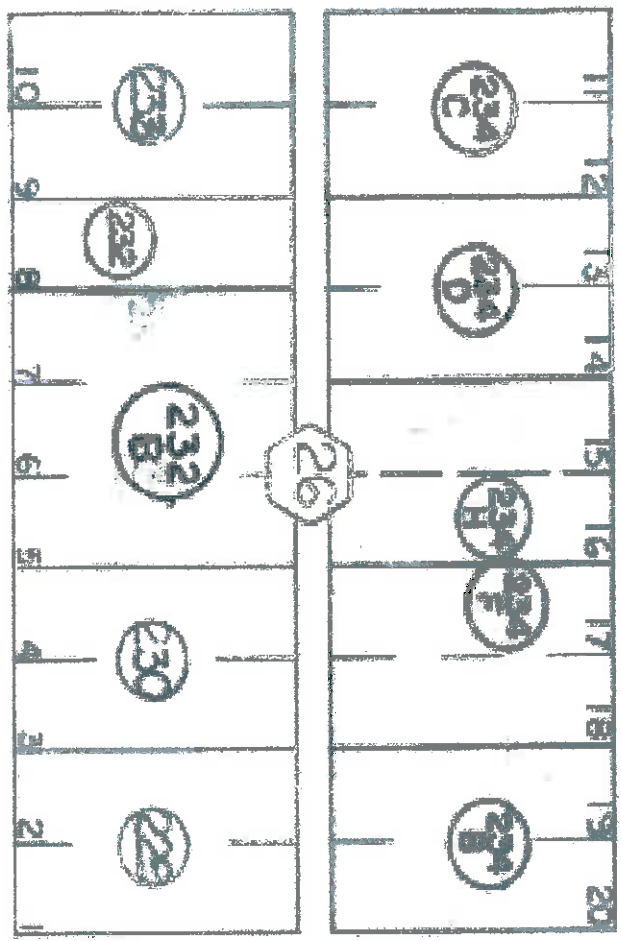
PALM

AVE

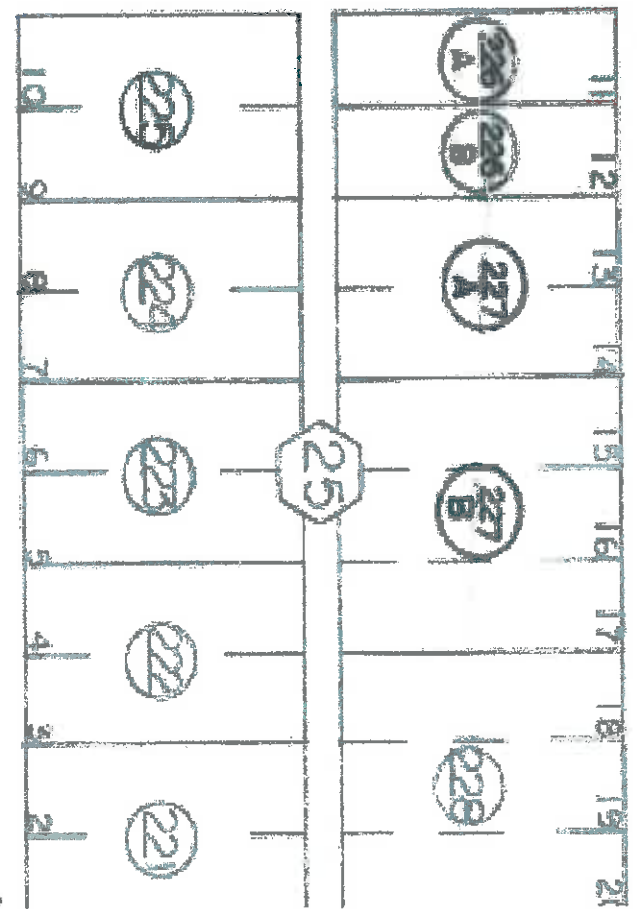
60'

60'

N. CALLE



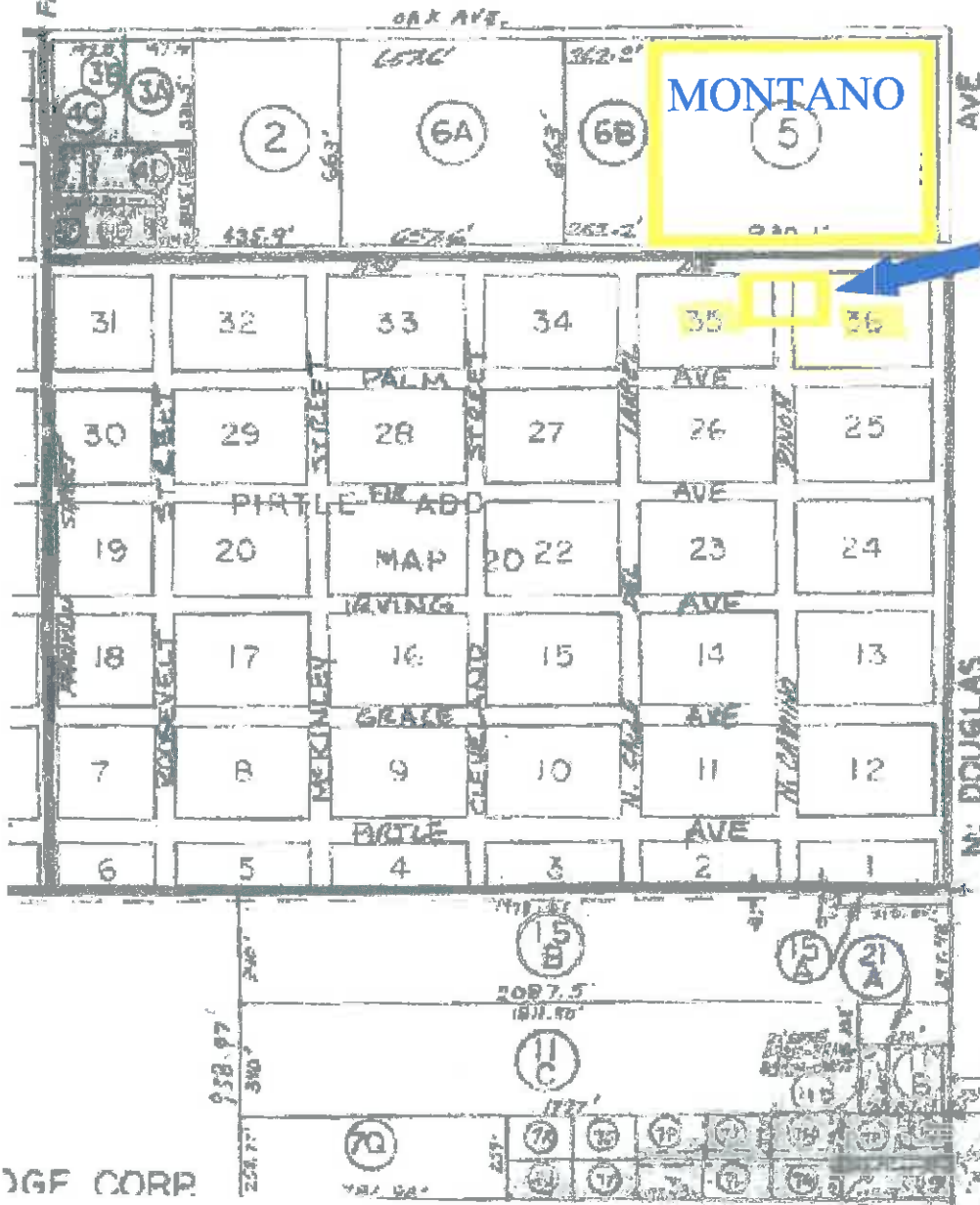
N. CAMINO



FIR

AVE

FRANKLIN ST



MONTANO

Cochise County Assessor
This map created as working record

PATIENTS' WASTEWATER
UTILITY ENHANCEMENT
NATIVE PLANT OF SE COR
24 COR, BURN, 16 49

- DATED TO CASE # 97-51602
IN COURT - 97-51602

THE UNIVERSITY OF CHICAGO

**Letters of support from the surrounding property owners for the proposed
abandonment of a portion of Camino Pinon**

To Whom it May Concern:

September 30, 2014

I have no objection to the request made by the Montano's to abandon that section of N. Camino Pinon that extends from the alley behind their property on Ash Ave. I never use that road.

Thank you.

A handwritten signature in cursive script, appearing to read 'Clarissa Velasco-Whicker', written in black ink.

Clarissa Velasco-Whicker

38 Palm Ave

Pirtleville, AZ 85626

(520) 364-1202

September 29, 2014

Cochise County Board of Supervisors,

I have no objection to the Roadway Abandonment Application submitted by Raul Montaño. The section of N Camino Piñon that he is requesting abandonment on, runs between two parcels owned by him and his wife. My parcel adjoins theirs on BLK 35. I do not use this section of road and have no issue with the abandonment by the county.

Thank you,

A handwritten signature in black ink, appearing to read "Bernardo Acedo", written over a horizontal line.

Bernardo Acedo

520-364-1491

September 29, 2014

Cochise County
Board of Supervisors,

Our son-in-law and daughter, Raul and Marina Montañó own two parcels of land on Ash Ave. in Pirtleville. One is on which their residence is located and the other is located adjacent to it. A small undeveloped section of N Camino Piñon runs between both of the parcels. They are requesting abandonment of this section of road. Our parcel is located next to their residence on Block 36. We don't use this road and have no objection to the abandonment. If you have any questions please feel free to contact us.

Thank you

Handwritten signatures of David and Sarah Velasco in cursive script.

David and Sarah Velasco
25 Ash Ave.
Pirtleville, AZ 85626
520-364-4023

**Letters of support from the utilities for the proposed abandonment of a portion
of Camino Pinon**



ARIZONA PUBLIC SERVICE

DAVID N. RODRIGUEZ
Land Agent
Land Services Department

November 25, 2015

Attn: Marina Montano
Pirtleville, AZ

Mail Station 3286
P.O. Box 53933
Phoenix, AZ 85072-3933
T: 602.328-1677
F: 602.371.6586
david.rodriguez@aps.com

RE: Cochise County Assessor (APN 408-20-280) – Town of Pirtleville, Cochise County, Arizona
Request for Street Abandonment

Dear Ms. Montano:

Presently Arizona Public Service Company (APS) has an existing overhead power line lying within the vicinity of W. Ash Avenue and N. Camino Pinon in Pirtleville, Arizona. This particular line is active and in use today as it provides power to a light pole (# 167517) along W. Ash Ave.

APS has no objection to the street abandonment for that portion of N. Camino Pinon and south of W. Ash Avenue as illustrated in your exhibits provided that an easement be set aside for our overhead power line. Our records show that APS facilities are lying within the western portion of Lot 11 (APN 408-20-280). This power line has been in place for over 10 years as it continues to provide power to the mentioned street light along W. Ash Avenue. Therefore, APS wishes to retain and reserve a 15ft easement along the current alignment. This easement will serve as access to the mentioned light pole.

Should you have further questions concerning this matter, please contact me at (602) 328-1677 or david.rodriguez@aps.com.

Respectfully,

A handwritten signature in black ink, appearing to read "David N. Rodriguez", with a long horizontal flourish extending to the right.

David N. Rodriguez
Land Agent
Land Services Department
Arizona Public Service Company

enclosures



July 31, 2015

Marina Montano
27 Ash Ave
Pirtleville, AZ 85626

Re: Vacation Number N/A
Vacation and Abandonment of a portion of N. Camino Pinon located in Pirtleville, AZ.

To Whom It May Concern:

Southwest Gas Corporation ("SWG") has reviewed the request from Marina Montano on behalf of Cochise County to vacate and abandon a portion of N. Camino Pinon referenced above. After review, SWG has determined:

- ☐ SWG does not have existing or proposed facilities within the area proposed to be vacated, and has no objection to the request for vacation as presented.
- ☒ SWG has existing or proposed facilities in all or a portion of the area proposed to be vacated and has no objection to the request for vacation as presented, however, in order to protect these facilities, SWG requests a perpetual easement be saved and reserved to SWG as a condition of the Order of Vacation
Please RESERVE and EXCEPT the following:
An easement to Southwest Gas Corporation on, over, in, under, across, above and through N. Camino Pinon from the north side of the existing east/west alleyway north to the south side of existing Right-of-Way of Ash Avenue a 20 foot wide easement in Vacation No. N/A.
- ☐ SWG has existing or proposed facilities in all or a portion of the area proposed to be relinquished. SWG interests are not relinquished through this action; therefore, it is the applicant's responsibility to contact SWG directly to determine potential conflicts.



☐ SWG objects to the request for vacation as presented

If SWG facilities are within the area to be vacated, the Applicant may request that the facilities be relocated. Said relocation shall be at the Applicant's expense, in accordance with SWG's approved Arizona Gas Tariff, and to a location satisfactory to SWG.

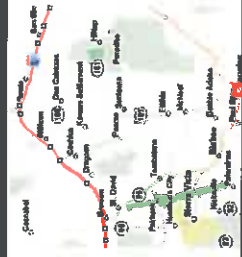
It is the intent and understanding of Southwest Gas Corporation that this Vacation shall not affect, reduce, or diminish any other existing property rights or easements it may have on this site or in the area. SWG retains the right to use any other reservations, easements, licenses or other property rights in which it may have an interest or that otherwise may be located within the area being vacated.

If you or the applicant have any questions; or if the applicant wishes to discuss this matter further, please contact SWG's Engineering Department at 520-805-6708.

Respectfully,

A handwritten signature in blue ink, appearing to read "Jim Creason", written over a horizontal line.

Jim Creason
District Manager
Eastern District



Location Map

Proposed
Abandonment of a
portion of Camino Pinon

Located within
Section 11
Township 24 South
Range 27 East
G. & S.R.M.

This map is a product of the
Cochise County GIS
Information Technology Dept.



0' 1" = 2000'

Highway 191

Location of
Proposed
Abandonment

Oak Ave
Ash Lane

Palm Ave

Pirtleville

Douglas

Parnal St

Highway 80



Regular Board of Supervisors Meeting

Meeting Date: 02/23/2016

Search and Rescue Vehicles

Submitted By: Mark Genz, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation **Recommendation:** Approve

Document Signatures: BOS Signature NOT Required **# of ORIGINALS Submitted for Signature:** 0

NAME of PRESENTER: Tom Alinen **TITLE of PRESENTER:** Commander

Docket Number (If applicable):

Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**

Information

Agenda Item Text:

Approve a donation from the Howard G. Buffett Foundation in the amount of \$85,160 to purchase two 2016 Ford F250 4X4 diesel pick-up trucks to be used by the Sheriff's Office Search and Rescue Team.

Background:

Search and Rescue is a statutorily mandated activity for the Sheriff's Office. Generally, vehicles used by this team are hand-me-downs that have reached their maximum mileage to be used by patrol. This is not the ideal way to acquire vehicles for this team but due to budget restrictions has been the way it is done. The team, in the course of their duties, is expected to go into very remote and rugged areas of the county. Approving the purchase of new vehicles for them, at no cost to the county, gives them more dependable and functional vehicles to use in this mission. These vehicles will replace existing vehicles that the team already has. They will be no added expense to the county.

Department's Next Steps (if approved):

Purchase the vehicles and issue them to the Search and Rescue Team.

Impact of NOT Approving/Alternatives:

The Search and Rescue Team will be required to continue to use older, less dependable vehicles for their mission.

To BOS Staff: Document Disposition/Follow-Up:

Please approve this donation so finance can set up the account and the vehicles can be paid for.

Attachments

Ford F250 (1)

Ford F250 (2)

Ford Grant Approval

NON-LEASED VEHICLES FORM

ODOMETER DISCLOSURE STATEMENT

Federal law (and state law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, WOODHOUSE FORD, INC State that the Odometer now
(PRINT TRANSFEROR'S NAME)

reads 260 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the statements is checked.

☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage.
WARNING - ODOMETER DISCREPANCY.

MAKE FORD

MODEL F250 SC 4X4 BODY TYPE XL LB

VEHICLE IDENTIFICATION NUMBER 1FT7X2BT3GEB14455

YEAR 2016

TRANSFEROR'S SIGNATURE

Adam Westover
(SIGNATURE)

TRANSFEROR'S NAME

WOODHOUSE FORD, INC
(PRINTED NAME)

South Hwy 30 Box 546
(STREET)

TRANSFEROR'S ADDRESS

Blair
(CITY)

NE
(STATE)

68008
(ZIP CODE)

DATE OF STATEMENT

01/28/2016

TRANSFeree's SIGNATURE

Ruth H. 2-8-16
(SIGNATURE)

TRANSFeree's NAME

COCHISE COUNTY PROPERTY MANAGER
(PRINTED NAME)

1415 MELODY LANE
(STREET)

TRANSFeree's ADDRESS

BISBEE
(CITY)

AZ
(STATE)

85603-0000
(ZIP CODE)

This Form complies with both the State and the Federal Odometer Law.
Eff. April 29, 1989

Published by NADCo, P.O. Box 95023, Lincoln, NE 68509

TIM 42989(1)



Customer Information/Privacy Notice To Our Customer

Sales Consultant: DERIC HAHN

Name: COCHISE COUNTY PROPERTY MANAGER Birthdate: N/A

Address: 1415 MELODY LANE Social Security #: N/A

City, State, Zip: BISBEE, AZ 85603-0000 Phone: (520) 432-9380

Co-Applicant Name: _____ Birthdate: _____

Address: _____ Social Security #: _____

City, State, Zip: _____ Phone: _____

Notice of Your Opportunity to Opt Out of Consumer Financial Information Sharing With Our Affiliated Entities:

If you prefer that we do not share this information with our affiliated entities, please call us at (402) 504-1515 and ask for our Customer Relations Department to opt out of this sharing.

FACTS	What does Woodhouse Auto Family (Woodhouse) do with your personal information?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. The information can include:</p> <ul style="list-style-type: none"> • Social Security number and income • Name, street, telephone number and email address • Account balances and payment history received from third parties • Credit history and employment information <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Woodhouse chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Woodhouse share?	Can you limit this sharing?
For our everyday business purposes- such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes- information about your transactions and experiences	Yes	No
For our affiliates' to market to you	Yes	Yes
For our affiliates' everyday business purposes- information about your creditworthiness	No	We don't share.
For nonaffiliates to market to you	No	We don't share.

Who we are

Who is providing this notice?

Woodhouse Auto Family

What we do

How does Woodhouse protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Woodhouse collect my personal information?

We collect your personal information, for example, when you

- Apply for financing
- Give us your income information or provide employment information
- Provide account information or give us your contact information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only:

- Sharing for affiliates' everyday business purposes-information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- Our affiliates include companies with a Woodhouse name and financial companies such as dealerships.

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- Woodhouse does not share with nonaffiliates so they can market to you.

Joint Marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- Our joint marketing partners include finance companies.

SIGN HERE

Other important information

I/we acknowledge that I/we have received a copy of this notice.

RUBEN MIRANDA
Print Customer Name

[Signature]
Customer Signature

2/2/16
Date

Print Customer Name

Customer Signature

Date

Questions?

Call Paul Cech at (402) 426-4127.




State of Nebraska
Application for Certificate of Title

Vehicle or Motorboat Description				Fee \$10.00
Vehicle Identification Number 1FT7X2BT3GEB14455		Year 2016	Make FORD	Model F250 SC 4X4
Body Style XL LB	Color WHITE	GVWR	Capacity/Propulsion	Taxi Use <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Salvage <input type="checkbox"/> Previously Salvaged <input type="checkbox"/> Non-Transferable <input type="checkbox"/> Manufacturer Buyback				
Salvage vehicle/motorboat is a late model vehicle/motorboat that has been wrecked, damaged or destroyed to the extent that the estimated total cost of repair to restore it to its condition prior to being wrecked, damaged or destroyed, and a condition for legal operation upon the highways, exceeds 75% of the retail value of the vehicle at the time the vehicle was wrecked, damaged or destroyed OR voluntarily designated by the owner as salvage.				
2 Owner/Applicant Information (if more than three (3), please attach a second application)				
If more than one owner, do you wish clear rights of survivorship to be transferred to the surviving owner(s) in the event of the death of one owner? <input type="checkbox"/> No (probate will be required to transfer ownership - owner names separated with "And") <input type="checkbox"/> Yes (ownership will transfer to co-owner upon presentation of death certificate - owner names separated with "Or")				
Owner name/Last or business name*		First Name	MI	
COCHISE COUNTY PROPERTY MANAGER				
2 nd Owner name/Last or business name*		First Name	MI	Check here if spouse of owner 1. <input type="checkbox"/>
3 rd Owner name/Last or business name*		First Name	MI	Check here if spouse of owner 1 or 2. <input type="checkbox"/>
Owner's Residential Address, City, State, Zip 1415 MELODY LANE BISBEE, AZ 85603				
Owner's Mailing Address, City, State, Zip				

Transfer On Death Beneficiary(ies), if applicable: (Beneficiary may be individual or trust)
If indicated, upon death of last surviving owner, ownership of the vehicle will transfer to listed entity(ies).
1st TOD _____ 2nd TOD _____
Name* Name*

*(Only first 35 positions will print on title)

Lien Information		Fee \$7.00
Is there a lien on this vehicle? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, you must complete this section and provide a copy of the lien instrument with this application.		
First Lien PLID _____ 	Second Lien PLID _____	

All the undersigned being duly sworn depose or affirm and say that the information provided on this application is true and complete. Use of a false or fictitious name, knowingly making a false statement or knowingly concealing a material fact in this application can result in a fine or imprisonment or both and cancellation of your certificate of title.

Signature _____ Signature _____
Signature _____ Date 01/28/16

All owners listed above shall sign this Application except in the case where co-owners are spouses, one spouse may sign; where an owner provides proof he/she is handicapped or disabled or is too young to sign, a parent, legal guardian, foster parent or agent may sign; and if transferring from an out-of-state title when ownership is not changing, one owner may sign.

Application for Duplicate Certificate of Title should be made on the reverse side.

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RV-707 Revised 8/2015

Nebraska Sales/Use Tax and Tire Fee Statement
for Motor Vehicle and Trailer SalesFORM
6

PURCHASER'S NAME AND ADDRESS				SELLER'S NAME AND ADDRESS			
Name COCHISE COUNTY PROPERTY MANAGER				Name WOODHOUSE FORD, INC			
Street or Other Address 1415 MELODY LANE				Street or Other Address South Hwy 30 Box 546			
City BISBEE		State AZ		City Blair		State NE	
Zip Code 85603				Zip Code 68008			
PURCHASED VEHICLE/TRAILER DESCRIPTION							
Make FORD	Body Type XL LB	Year 2016	Vehicle ID Number (VIN) 1FT7X2B13GEB14455	Date of Purchase 01/28/16			
TRADE-IN VEHICLE/TRAILER DESCRIPTION							
Make	Body Type	Year	Vehicle ID Number (VIN)	License Plate Number	Was trade-in vehicle being leased? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If Yes, enter -0- on line 2.		

TAX COMPUTATION — See Instructions

1 Total sales price	1 \$ 41,997.00
2 Less trade-in allowance	2 N/A
3 Less manufacturer's rebate assigned to dealer at time of sale	3 N/A
4 Tax base (line 1 minus lines 2 and 3) (if zero or less, enter -0-)	4 \$ 41,997.00
5 Nebraska sales or use tax (line 4 multiplied by rate)	5 2,309.84
6 Local sales or use tax (line 4 multiplied by rate)	6 629.96
7 Total Nebraska and local tax due (line 5 plus line 6)	7 \$ 2,939.80
8 Tire Fee (Number of new tires <u>5</u> multiplied by \$1)	8 5.00
9 Penalty for late payment	9 N/A
10 Interest for late payment	10 N/A
11 BALANCE DUE (total of lines 7, 8, 9, and 10)	11 \$ 2,944.80

Any dealer or seller who willfully prepares a false or fraudulent Nebraska Sales/Use Tax and Tire Fee Statement may be found guilty of a Class IV felony and will, upon conviction, be fined not more than \$10,000, or be imprisoned not more than five years or both. Under penalties of law, I declare that I have examined this statement and it is correct and complete.

**sign
here**

Signature of Seller

Signature of Purchaser or Agent of Purchaser

Date **01/28/16****Nebraska Resale or Exempt Sale Certificate for Motor Vehicle and Trailer Sales**

If exempt category 1 through 7 is claimed, requested information must be entered. Only categories 5 and 12 are exempt from the tire fee.

Type of Exemption	Type of Exemption
<input type="checkbox"/> 1 Purchase by an exempt organization holding a Certificate of Exemption issued by the Nebraska Department of Revenue. Number 05-_____	<input type="checkbox"/> 7 Purchase by a person with a disability with funds contributed by the U.S. Department of Veterans Affairs or the Nebraska Department of Health and Human Services Finance and Support. Enter amount of contribution: \$_____. See instructions for "Purchase of a Motor Vehicle by a Person with a Disability."
<input type="checkbox"/> 2 Vehicle will be used in a common or contract carrier capacity and the purchaser shown on the face of this form holds a current Certificate of Exemption issued by the Nebraska Department of Revenue. Number 05-_____	<input type="checkbox"/> 8 Purchase by a governmental entity not engaged in the business of furnishing gas, water, electricity, or heat.
<input type="checkbox"/> 3 Purchase by a lessor of motor vehicles. Sales tax on the fair market lease payments to be remitted under Nebraska Sales Tax Permit. Lessor's Sales Tax Number 01-_____	<input type="checkbox"/> 9 Vehicle is the subject of an intercompany sale between parent, subsidiary, or brother-sister companies. Sales tax was paid by the seller company on its purchase of this vehicle. (Documentation required.)
<input type="checkbox"/> 4 Purchase under the Lessor's Option and the motor vehicle will be leased to a common or contract carrier who holds a valid Nebraska Certificate of Exemption Number 05-_____	<input type="checkbox"/> 10 Vehicle is a gift or received by inheritance and tax was previously paid by the donor. A gift is a voluntary transfer without any consideration. The donor paid the tax on the previous transfer. If the person accepting the motor vehicle or trailer as a gift or inheritance assumes a lien, mortgage, or encumbrance, the amount owing shall be subject to sales and use tax. (Documentation required.)
<input type="checkbox"/> 5 Purchaser must attach a copy of approved Nebraska Application for Election of Lessor to Pay Sales and Use Tax on Cost of Motor Vehicles, Form 15.	<input type="checkbox"/> 11 Transfer of the vehicle during the creation, reorganization, or dissolution of a corporation, limited liability company, or partnership solely for voting stock membership interest or partnership interest. Also, transfer of a vehicle as additional capital to an ongoing corporation. (Documentation required.)
<input type="checkbox"/> 6 Purchase by a Native American Indian residing on a Nebraska reservation and the vehicle is registered at a location within the boundaries of the reservation. Exemption ID Card Number: _____	<input type="checkbox"/> 12 Purchase of a 30-day plate by a nonresident of Nebraska who does not intend to remain in Nebraska more than 30 days from the date of purchase.
<input type="checkbox"/> 6 Vehicle was purchased, licensed, and operated in a state other than Nebraska. Identify state: _____ (Documentation required.)	

Any purchaser or agent who completes this exemption certificate for any purchase which is not exempt under the Nebraska Revenue Act, as amended, will, in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger. Under penalties of law, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is correct and complete.

**sign
here**

Signature of Person Claiming Exemption

Date **01/28/16****FOR COUNTY USE ONLY**\$ _____
Tax Paid

Date Paid _____

COUNTY — White Copy NEBRASKA DEPARTMENT OF REVENUE — Green Copy PURCHASER — Blue Copy SELLER — Pink Copy

NEBRASKA DEPARTMENT OF REVENUE, PO BOX 94818, LINCOLN, NE 68509-4818

6-004-1967 Rev. 8-2012 Supersedes 6-004-1967 Rev. 7-2011



Motor Vehicle Division

96-0235 R01/16

azdot.gov

☐ Title and Registration ☐ Title Only ☐ Duplicate ☐ Registration Only ☐ Dismantle ☐ Salvage ☐ Stolen

TITLE AND REGISTRATION APPLICATION

Plate Number	Plate Credit No.	Credit Eff. Date	First Registered	Reg. Eff. Date	Reg. Expiration Date	Unit Number	Mobile Home W/L
Vehicle Identification Number				Make	Body Style	Year	Model
GWW	Fuel	Odometer Reading (no tenths)	Odometer Codes* <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	Vehicle Construction <input type="checkbox"/> Specially Constructed <input type="checkbox"/> Reconstructed		Trailer Plate Size <input type="checkbox"/> Full Size <input type="checkbox"/> Small	
Lien Amount \$		Lien Date	<input type="checkbox"/> Additional lien or lienholders (attach another application)				
Lienholder Driver License or EIN*		Lienholder Name (if no lien, write NONE)				Legal Status <input type="checkbox"/> Or <input type="checkbox"/> And <input type="checkbox"/> And/Or	
Mailing Address				City		State	Zip
Owner Driver License or EIN*		Owner Name (first, middle, last, suffix)					
Date of Birth		MVD Tax Account Number (if applicable)	Legal Status* (If "Or" is checked, owner must sign here.) <input type="checkbox"/> Or <input type="checkbox"/> And <input type="checkbox"/> And/Or Sign ▶				
Street Address				City	State	Zip	County
Mailing Address (if different from above)				City	State	Zip	County
Owner Driver License or EIN*		Owner Name (first, middle, last, suffix)					
Date of Birth		MVD Tax Account Number (if applicable)	Legal Status* (If "Or" is checked here or above, owner must sign here.) <input type="checkbox"/> Or <input type="checkbox"/> And <input type="checkbox"/> And/Or Sign ▶				
Street Address				City	State	Zip	County
Mailing Address (if different from above)				City	State	Zip	County
Owner Driver License or EIN*		Owner Name (first, middle, last, suffix) <input type="checkbox"/> Additional owners (attach another application)					
Date of Birth		MVD Tax Account Number (if applicable)	Legal Status* (If "Or" is checked here or above, owner must sign here.) <input type="checkbox"/> Or <input type="checkbox"/> And <input type="checkbox"/> And/Or Sign ▶				
Street Address				City	State	Zip	County
Mailing Address (if different from above)				City	State	Zip	County
Vehicle/Mobile Home Location				City	State	Zip	County
Service Options*		Date Vehicle Acquired	<input type="checkbox"/> I consent to the release of personal information contained in my driver license and vehicle record. I understand that this is not a one-time consent that applies only to a specific individual or organization, but is instead a general consent that applies to all requests from any and all individuals or organizations for any purpose, until revoked by me in writing. Consent for a vehicle record applies to all owners.				
<input type="checkbox"/> Vehicle will be rented without a driver (such as a rental car).							

I certify that this vehicle, commonly referred to as a station wagon or referred to by the manufacturer's rating as a 3/4 ton or less pickup truck or 3/4 ton or less, is not maintained and operated more than 1,000 hours in a vehicle registration year for the transportation of passengers or property in the furtherance of a commercial enterprise.

I certify that this trailer or semitrailer with a declared gross weight of 10,000 lbs or less is not maintained and operated in the furtherance of a commercial enterprise.

I certify that the information above and any documentation which I submit in support of this application, is true and correct; that the vehicle is free from liens, except those indicated above and that I have read and understand the requirements of the legal status indicated above. I acknowledge that the odometer reading above is qualified by the seller and that it is not the responsibility of the Motor Vehicle Division to determine the accuracy of the odometer statement. I understand that vehicles registered for use in, or used to commute into, Air Quality Control Areas (including greater metro Phoenix and Tucson) may be subject to emission testing.

All Owners Sign Here ▶  If "Or" is checked above, owners must also sign the Legal Status boxes above.

MVD Use	Cat	Canceled Plate Number/State/Agent <input type="checkbox"/> 1 <input type="checkbox"/> 2 Plates			Current Title Number		State	Date Title Issued	* See Reverse
REG	EIF	TRN	AQF	PST	PEN	LOP	SNO	DOR	TTL
UTX	SPL	VL	CRF	WGT	MCF	PRC	Total Fees		

Odometer Reading Codes

- A** The mileage stated reflects the actual mileage.
- B** The mileage stated is in excess of the odometer's mechanical limits.
- C** The odometer reading is not the actual mileage. **WARNING – ODOMETER DISCREPANCY**

Legal Status

When ownership of the vehicle is in more than one name, the Legal Status box determines which signatures will be required to transfer ownership of the vehicle, license plates and/or fees, to apply for a refund, or to record loan information.

- OR** Ownership is joint tenancy, with an expressed intent that either of the owners has full authority to transfer ownership, license plates and/or fees, or to record loan information. Names will appear on the title as in this example: **JOHN DOE OR JOE ROSS**
Signature of **either party** will be accepted. Both signatures are not required. **Owners must sign the Legal Status boxes.**
- AND** Ownership is tenancy in common. Names will appear on the title as in this example: **JOHN DOE AND JOE ROSS**
Signatures of **both parties** will be required. In the event of the death of either party, the interest of the deceased party must be handled by probate action, or by completing a Non-Probate Affidavit.
- AND/OR** Ownership is joint tenancy with right of survivorship. Names will be on the title as in this example: **JOHN DOE AND/OR JOE ROSS**
Signatures of **both parties** will be required, if **both are living**. Upon proof of death, the survivor may sign alone.

Driver License Number or EIN

You are required to provide your driver license number or MVD assigned Customer Number. If in the name of a company, provide your Federal Employer Identification Number (EIN) assigned by the Internal Revenue Service, or MVD assigned Customer Number.

Service Options

In the Service Options box, **enter the number** for each item that applies to you. Additional documentation may be required.

- 1. **Alternative Fuel** – Vehicle is powered by liquefied petroleum gas (LPG, propane), natural gas (CNG/LNG), a blend of 70% alternative fuel and 30% petroleum-based fuel, hydrogen, solar or electric (excluding golf carts).
- 2. **Tribal** – You are an enrolled member of a tribe and live on a reservation.
- 3. **VA Grant** – You received financial aid from the U.S. Department of Veterans Affairs to purchase your vehicle.
- 4. **VA Disability** – You are certified by the U.S. Department of Veterans Affairs to be 100% disabled and drawing compensation on that basis. The exemption also applies to the surviving spouse, until remarriage.
- 5. **Widow/Totally Disabled Person** – You receive a widow, widower or totally disabled person, property tax exemption from your county assessor.
- 6. **Military** – You are a nonresident military person.
- 7. **Special Military** – Certain Arizona resident who are members of the US Armed forces.
- 8. **Non-Government Emergency Services** – You are a private provider of ambulance, fire fighter or rescue services, and your vehicle is used solely for emergency services.
- 9. **Survivor of Fallen Responder** – A Surviving Spouse or a Surviving Dependent of a Law Enforcement Officer, Fire Fighter, or Emergency Responder who died in the line of duty on or after 04/05/1933.
- 10. **Nonprofit** – You receive a non-profit, property tax exemption from your county assessor.
- 11. **School or Church** – You receive a non-profit school or church property tax exemption from your county assessor.
- 12. **SSI** – You receive Supplemental Security Income disability payments from the federal government. This is not regular Social Security disability benefits.
- 13. **Leased School Bus** – Vehicle is a bus leased by a school district.
- 14. **Health Officer** – You are a public health commissioned officer assigned to a government clinic or medical center.
— Commercial Use / Motor Carrier Options —
- 15. **One-Way Hauling** – At least 45% of the vehicle mileage during the registration year is traveled without a load.
- 16. **Route Truck** – Vehicle weighs more than 26,000 lbs and begins and ends a trip at the same point without adding to the load. At the midway point, the load must be less than 45% of the full load capacity of the vehicle.
- 17. **Agricultural Products** – Vehicle is used only for transporting agricultural products, such as crops, machinery, supplies or livestock used or produced in farming operations. The products, crops or livestock must be unmanufactured or unprocessed.
- 18. **For Hire** – Vehicle is 12,000 lbs or less and you receive compensation for transporting people or property.
- 19. **Farm Vehicle** – Vehicle is used in commercial farming or stock raising by the farmer, family member or an employee.
- 20. **Motion Picture Production** – Vehicle is used in the production of motion pictures, commercials or films.
- 21. **Limited Mileage I** – Vehicle weighs more than 26,000 lbs and is driven less than 2,000 miles each year.
- 22. **Limited Mileage II** – Vehicle weighs more than 26,000 lbs and is driven 2,000 or more miles, but less than 4,000 miles each year.

Vehicle License Tax Distribution

Revenues from the Vehicle License Tax are distributed as follows: State Highways 22.72%, County Roads 14.38%, City Roads 13.72%, County General Fund 24.59% and City/Town General Fund 24.59%.

Woodhouse Ford, Inc. - Product Disclosure

Customer: Business COCHISE COUNTY PROPERTY MAI
Stock Number: T161417
Vehicle: 2016 FORD F250 SC 4X4 340 Miles

Selling Price: \$42,964.00 Rebate: \$0.00
Trade Allowance: \$0.00 Sales Tax: \$0.00
Payoff: \$0.00 Fees: \$234.00
Down Payment: \$0.00 Products: \$0.00
Aftermarket Total: \$0.00 Balance Due: \$43,198.00
1 payment of 43,198.00

Products Purchased

Products Not Purchased

Extended Service Plan

Mechanical & Electrical component coverage that also provides nationwide roadside assistance, rental vehicle & trip interruption. \$0.00/mth ***

Total Package Protection

Repairs: tire & wheel damage, windshield chips, dent & ding with paintless dent removal (PDR) and key replacement. Includes full roadside assistance. \$999.00/mth ***

TireCARE

Repairs or replaces tires and/or wheels if damaged by road hazard debris. \$699.00/mth ***

I have been given the opportunity to purchase the products disclosed above and I have chosen to purchase the products as indicated above.

Buyer

Date

Co-Buyer

Date

This is not a contract. The documentation regarding any products you elect to purchase has been provided separately. All products displayed in the menu are optional and may be purchased separately rather than as a package. The purchase of any displayed product in the menu, whether separately or as part of a package, is not required to obtain financing.

***The price per month is an estimate and may change based upon the inclusion or exclusion of other products



FORD PROTECT

WOODHOUSE AUTO FAMILY

FORD, CHRYSLER,
DODGE, JEEP, RAM
2171 S. Highway 30
Blair, NE 68008
(402) 426-4126

CHRYSLER, DODGE, JEEP,
RAM, HYUNDAI, MITSUBISHI
OF SIOUX CITY
2101 E. 6th Street
Sioux City, IA 51101
(712) 277-3221

CHEVROLET,
BUICK
1951 W. Highway 30
Missouri Valley, IA 51555
(712) 642-4131

FORD SOUTH
303 Fulton Ave
Plattsmouth, NE 68046
(402) 298-8000

LINCOLN, MAZDA
PORSCHE
6803 L Street
Omaha, NE 68117
(402) 592-1000

NISSAN
7801 Nebraska Dr
Bellevue, NE 68005
(402) 731-2622

COUNTY COCHISE		DATE (MONTH/DAY/YEAR) 01/28/16	
PURCHASER'S NAME COCHISE COUNTY PROPERTY MANAGER			
STREET ADDRESS 1415 MELODY LANE			
CITY BISBEE	STATE AZ	ZIP 85603-0000	
RES. PHONE (520) 432-9380	CELL PHONE	BUS. PHONE (520) 432-9515	
E-MAIL			

PLEASE ENTER MY ORDER FOR THE FOLLOWING: NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/>		YEAR: 2016	MAKE: FORD	MODEL: F250 SC 4X4
SALES REP DERIC HAHN	SALES REP	BODY: XL LB	COLOR: WHITE	MILES: 340
FINANCE MANAGER ADAM WESTOVER		V.I.N.: 1FT7X2BT9GEB76510	STOCK NO.: T161417	

THIS PURCHASE DOES INCLUDE PRODUCTS SUCH AS EXTENDED WARRANTY OR ACCESSORIES THAT ARE NOT REPRESENTED OR WARRANTED BY THE MANUFACTURER. THESE PRODUCTS ARE REPRESENTED AND WARRANTED BY THEIR OWN COMPANIES.

CUSTOMER INITIALS

PAYOFF VERIFICATION STATEMENT

THE PAYOFF ON THE TRADE-IN VEHICLE IS ESTIMATED UPON PAYMENT VERIFICATION THE CUSTOMER WILL BE RESPONSIBLE FOR ANY AMOUNT ABOVE AND BEYOND: \$ **N/A**

CUSTOMER INITIALS

CUSTOMER INITIALS

NATIONAL CALL YES ☐ NO ☐

I/WE GIVE PERMISSION FOR A POTENTIAL BUYER OF THE TRADE VEHICLE(S) TO CONTACT ME/US:

Signed

THE PURCHASE AGREEMENT MAY BE CONDITIONED UPON ACCEPTANCE OR APPROVAL BY A 3RD PARTY FINANCIAL INSTITUTION. IF APPROVAL IS NOT OBTAINED FROM SAID INSTITUTION, THIS AGREEMENT AND RELATED DOCUMENTS ARE NULL AND VOID.

CUSTOMER INITIALS

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (A) ON ALL GOODS AND SERVICES SOLD BY DEALER AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS-NOT EXPRESSLY WARRANTED OR GUARANTEED"

AS IS

THIS USED MOTOR VEHICLE IS SOLD AS IS WITHOUT ANY WARRANTY EITHER EXPRESSED OR IMPLIED. THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST OR THAT MAY OCCUR IN THE VEHICLE.

BUYER'S SIGNATURE:

I GUARANTEE THAT THE TITLE OF MY TRADE VEHICLE(S) IS NOT A SALVAGE TITLE AND THE VEHICLE NEVER HAS HAD A SALVAGE TITLE. I FURTHER STATE THAT ALL EMISSIONS EQUIPMENT AND ALL ORIGINAL SAFETY EQUIPMENT INCLUDING BUT NOT LIMITED TO THE SAFETY BELTS OR AIR BAGS HAVE NOT BEEN ALTERED OR REMOVED WITHOUT BEING REPLACED AND ARE IN GOOD WORKING CONDITION. I WILL PAY TO REPAIR OR REPLACE THESE ITEMS INCLUDING AIR BAGS AND SEAT BELTS IF THEY ARE MISSING OR DO NOT WORK. THE SELLING DEALER MAY ELECT TO VOID THE SALE AND/OR ELECT TO COLLECT DAMAGES (INCLUDING BUT NOT LIMITED TO DEALER'S EXPENSES AND LOST PROFIT(S)) FOR THE DIFFERENCE IN VALUE HAD THE TITLE NOT BEEN SALVAGE.

BUYER'S SIGNATURE:

CASH PRICE OF VEHICLE		\$ 42,964.00
		N/A
		N/A
		N/A
		N/A
		N/A
		N/A
		N/A
		N/A
DOCUMENTATION FEE		\$ 199.00
STATE AND LOCAL TAXES		\$ N/A
LICENSE, LICENSE TRANSFER, TITLE, REGISTRATION FEE		\$ N/A
YR	MAKE	MDL
ENG	TRANS	BODY
MILES	COLOR	
V.I.N.		
BALANCE OWED TO <input type="checkbox"/> R <input type="checkbox"/> L <input type="checkbox"/>		
YR	MAKE	MDL
ENG	TRANS	BODY
MILES	COLOR	
V.I.N.		
BALANCE OWED TO <input type="checkbox"/> R <input type="checkbox"/> L <input type="checkbox"/>		
USED TRADE-IN ALLOWANCE		N/A
BALANCE OWED OR TRADE-IN		N/A
ALLOWANCE OR TRADE-IN (Applied Below)*		N/A
DOWN PAYMENT		N/A
and/or \$ rebates		N/A
and/or \$ rebates		N/A
and/or \$ rebates		N/A
*ALLOWANCE ON TRADE-IN (See Above for Details)		N/A
TOTAL DOWN PAYMENT ALLOWANCE		\$ N/A
UNPAID CASH BALANCE DUE ON DELIVERY		\$ 43,163.00

The front and back of this order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, and hereby acknowledge receipt of copy of this order.

PURCHASER'S SIGNATURE

CO-BUYER

01/28/16

DATE

ACCEPTED BY:

DEALER OR AUTHORIZED REPRESENTATIVE

Nebraska Sales/Use Tax and Tire Fee Statement
for Motor Vehicle and Trailer SalesFORM
6

PURCHASER'S NAME AND ADDRESS				SELLER'S NAME AND ADDRESS			
Name COCHISE COUNTY PROPERTY MANAGER				Name WOODHOUSE FORD, INC			
Street or Other Address 1415 MELODY LANE				Street or Other Address South Hwy 30 Box 546			
City BISBEE	State AZ	Zip Code 85603		City Blair	State NE	Zip Code 68008	
PURCHASED VEHICLE/TRAILER DESCRIPTION							
Make FORD	Body Type XL LB	Year 2016	Vehicle ID Number (VIN) 1FT7X2PT9GEB76510			Date of Purchase 01/28/16	
TRADE-IN VEHICLE/TRAILER DESCRIPTION							
Make	Body Type	Year	Vehicle ID Number (VIN)	License Plate Number	Was trade-in vehicle being leased? <input type="checkbox"/> YES <input type="checkbox"/> NO If Yes, enter -0- on line 2.		

TAX COMPUTATION — See instructions

1 Total sales price	1 \$ 43,163.00
2 Less trade-in allowance	2 N/A
3 Less manufacturer's rebate assigned to dealer at time of sale	3 N/A
4 Tax base (line 1 minus lines 2 and 3) (if zero or less, enter -0-)	4 \$ 43,163.00
5 Nebraska sales or use tax (line 4 multiplied by rate)	5 2,373.97
6 Local sales or use tax (line 4 multiplied by rate)	6 647.45
7 Total Nebraska and local tax due (line 5 plus line 6)	7 \$ 3,021.42
8 Tire Fee (Number of new tires 5 multiplied by \$1)	8 5.00
9 Penalty for late payment	9 N/A
10 Interest for late payment	10 N/A
11 BALANCE DUE (total of lines 7, 8, 9, and 10)	11 \$ 3,026.42

Any dealer or seller who willfully prepares a false or fraudulent Nebraska Sales/Use Tax and Tire Fee Statement may be found guilty of a Class IV felony and will, upon conviction, be fined not more than \$10,000, or be imprisoned not more than five years or both. Under penalties of law, I declare that I have examined this statement and it is correct and complete.

sign
here

Signature of Seller

Signature of Purchaser or Agent of Purchaser

Date **01/28/16**

Nebraska Resale or Exempt Sale Certificate for Motor Vehicle and Trailer Sales

If exempt category 1 through 7 is claimed, requested information must be entered. Only categories 5 and 12 are exempt from the tire fee.

Type of Exemption	Type of Exemption
<input type="checkbox"/> 1 Purchase by an exempt organization holding a Certificate of Exemption issued by the Nebraska Department of Revenue. Number 05-_____	<input type="checkbox"/> 7 Purchase by a person with a disability with funds contributed by the U.S. Department of Veterans Affairs or the Nebraska Department of Health and Human Services Finance and Support. Enter amount of contribution: \$ _____. See instructions for "Purchase of a Motor Vehicle by a Person with a Disability."
<input type="checkbox"/> 2 Vehicle will be used in a common or contract carrier capacity and the purchaser shown on the face of this form holds a current Certificate of Exemption issued by the Nebraska Department of Revenue. Number 05-_____	<input type="checkbox"/> 8 Purchase by a governmental entity not engaged in the business of furnishing gas, water, electricity, or heat.
<input type="checkbox"/> 3 Purchase by a lessor of motor vehicles. Sales tax on the fair market lease payments to be remitted under Nebraska Sales Tax Permit. Lessor's Sales Tax Number 01-_____	<input type="checkbox"/> 9 Vehicle is the subject of an intercompany sale between parent, subsidiary, or brother-sister companies. Sales tax was paid by the seller company on its purchase of this vehicle. (Documentation required.)
<input type="checkbox"/> 4 Purchase under the Lessor's Option and the motor vehicle will be leased to a common or contract carrier who holds a valid Nebraska Certificate of Exemption Number 05-_____	<input type="checkbox"/> 10 Vehicle is a gift or received by inheritance and tax was previously paid by the donor. A gift is a voluntary transfer without any consideration. The donor paid the tax on the previous transfer. If the person accepting the motor vehicle or trailer as a gift or inheritance assumes a lien, mortgage, or encumbrance, the amount owing shall be subject to sales and use tax. (Documentation required.)
<input type="checkbox"/> 5 Lessor must attach a copy of approved Nebraska Application for Election of Lessors to Pay Sales and Use Tax on Cost of Motor Vehicles, Form 15.	<input type="checkbox"/> 11 Transfer of the vehicle during the creation, reorganization, or dissolution of a corporation, limited liability company, or partnership solely for voting stock membership interest or partnership interest. Also, transfer of a vehicle as additional capital to an ongoing corporation. (Documentation required.)
<input type="checkbox"/> 6 Purchase by a Native American Indian residing on a Nebraska reservation and the vehicle is registered at a location within the boundaries of the reservation. Exemption ID Card Number: _____	<input type="checkbox"/> 12 Purchase of a 30-day plate by a nonresident of Nebraska who does not intend to remain in Nebraska more than 30 days from the date of purchase.
<input type="checkbox"/> 6 Vehicle was purchased, licensed, and operated in a state other than Nebraska. Identify state: _____ (Documentation required.)	

Any purchaser or agent who completes this exemption certificate for any purchase which is not exempt under the Nebraska Revenue Act, as amended, will in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger. Under penalties of law, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is correct and complete.

sign
here

Signature of Person Claiming Exemption

Date **01/28/16**

FOR COUNTY USE ONLY

\$ _____
Tax Paid

Date Paid _____

COUNTY — White Copy NEBRASKA DEPARTMENT OF REVENUE — Green Copy PURCHASER — Blue Copy SELLER — Pink Copy

NEBRASKA DEPARTMENT OF REVENUE, PO BOX 94818, LINCOLN, NE 68509-4818

6-004-1967 Rev. 8-2012 Supersedes 6-004-1967 Rev. 7-2011



State of Nebraska
Application for Certificate of Title

1 Vehicle or Motorboat Description				Fee \$10.00	
Vehicle Identification Number 1FT7X2BT9GEB76510		Year 2016	Make FORD	Model F250 SC 4X4	
Body Style XL LB	Color WHITE	GVWR	Capacity/Propulsion	Taxi Use <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Salvage		<input type="checkbox"/> Previously Salvaged		<input type="checkbox"/> Non-Transferable <input type="checkbox"/> Manufacturer Buyback	
Salvage vehicle/motorboat is a late model vehicle/motorboat that has been wrecked, damaged or destroyed to the extent that the estimated total cost of repair to restore it to its condition prior to being wrecked, damaged or destroyed, and a condition for legal operation upon the highways, exceeds 75% of the retail value of the vehicle at the time the vehicle was wrecked, damaged or destroyed OR voluntarily designated by the owner as salvage.					
2 Owner/Applicant Information (if more than three (3), please attach a second application)					
If more than one owner, do you wish clear rights of survivorship to be transferred to the surviving owner(s) in the event of the death of one owner? <input type="checkbox"/> No (probate will be required to transfer ownership - owner names separated with "And") <input type="checkbox"/> Yes (ownership will transfer to co-owner upon presentation of death certificate - owner names separated with "Or")					
Owner name/Last or business name*		First Name		MI	
COCHISE COUNTY PROPERTY MANAGER					
2 nd Owner name/Last or business name*		First Name		MI	
				Check here if spouse of owner 1. <input type="checkbox"/>	
3 rd Owner name/Last or business name*		First Name		MI	
				Check here if spouse of owner 1 or 2. <input type="checkbox"/>	
Owner's Residential Address, City, State, Zip 1415 MELODY LANE BISBEE, AZ 85603					
Owner's Mailing Address, City, State, Zip					
Transfer On Death Beneficiary(ies), if applicable: (Beneficiary may be individual or trust) If indicated, upon death of last surviving owner, ownership of the vehicle will transfer to listed entity(ies). 1 st TOD _____ 2 nd TOD _____ Name* Name*					

*(Only first 35 positions will print on title)

3 Lien Information		Fee \$7.00	
Is there a lien on this vehicle? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, you must complete this section and provide a copy of the lien instrument with this application.			
Lien	PLID	Second Lien	PLID
If there is a lien, are you a non-resident requesting a printed title for issuance of a title in your state of residence? <input type="checkbox"/> Yes <input type="checkbox"/> No			
The undersigned being duly sworn depose or affirm and say that the information provided on this application is true and complete. Use of a false or fictitious name, knowingly making a false statement or knowingly concealing a material fact in this application can result in a fine or imprisonment or both and cancellation of your certificate of title.			
Signature 		Signature	
Signature		Date 01/28/16	
All owners listed above shall sign this Application except in the case where co-owners are spouses, one spouse may sign; where an owner provides proof he/she is handicapped or disabled or is too young to sign, a parent, legal guardian, foster parent or agent may sign; and if transferring from an out-of-state title when ownership is not changing, one owner may sign.			

Application for Duplicate Certificate of Title should be made on the reverse side.

**Motor Vehicle Division**

95-0236 R01/16

azdot.gov

**TITLE AND REGISTRATION
APPLICATION**☐ Title and Registration ☐ Title Only ☐ Duplicate ☐ Registration Only ☐ Dismantle ☐ Salvage ☐ Stolen

Plate Number	Plate Credit No.	Credit Eff. Date	First Registered	Reg. Eff. Date	Reg. Expiration Date	Unit Number	Mobile Home W/L
Vehicle Identification Number				Make	Body Style	Year	Model
				List Price		\$	
GWW	Fuel	Odometer Reading (no tenths)	Odometer Codes* <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	Vehicle Construction <input type="checkbox"/> Specially Constructed <input type="checkbox"/> Reconstructed		Trailer Plate Size <input type="checkbox"/> Full Size <input type="checkbox"/> Small	
Lien Amount \$		Lien Date		<input type="checkbox"/> Additional lien or lienholders (attach another application)			
Lienholder Driver License or EIN*		Lienholder Name (if no lien, write NONE)				Legal Status <input type="checkbox"/> Or <input type="checkbox"/> And <input type="checkbox"/> And/Or	
Mailing Address				City		State	Zip
Owner Driver License or EIN*		Owner Name (first, middle, last, suffix)					
Date of Birth		MVD Tax Account Number (if applicable)		Legal Status* (If "Or" is checked, owner must sign here.) <input type="checkbox"/> Or <input type="checkbox"/> And <input type="checkbox"/> And/Or Sign ▶			
Street Address				City	State	Zip	County
Mailing Address (if different from above)				City	State	Zip	County
Owner Driver License or EIN*		Owner Name (first, middle, last, suffix)					
Date of Birth		MVD Tax Account Number (if applicable)		Legal Status* (If "Or" is checked here or above, owner must sign here.) <input type="checkbox"/> Or <input type="checkbox"/> And <input type="checkbox"/> And/Or Sign ▶			
Street Address				City	State	Zip	County
Mailing Address (if different from above)				City	State	Zip	County
Owner Driver License or EIN*		Owner Name (first, middle, last, suffix) <input type="checkbox"/> Additional owners (attach another application)					
Date of Birth		MVD Tax Account Number (if applicable)		Legal Status* (If "Or" is checked here or above, owner must sign here.) <input type="checkbox"/> Or <input type="checkbox"/> And <input type="checkbox"/> And/Or Sign ▶			
Street Address				City	State	Zip	County
Mailing Address (if different from above)				City	State	Zip	County
Vehicle/Mobile Home Location				City	State	Zip	County
Service Options*		Date Vehicle Acquired		<input type="checkbox"/> I consent to the release of personal information contained in my driver license and vehicle record. I understand that this is not a one-time consent that applies only to a specific individual or organization, but is instead a general consent that applies to all requests from any and all individuals or organizations for any purpose, until revoked by me in writing. Consent for a vehicle record applies to all owners.			
<input type="checkbox"/> Vehicle will be rented without a driver (such as a car).							

- ☐ I certify that the vehicle, commonly referred to as a station wagon or referred to by the manufacturer's rating as a 3/4 ton or less pickup truck or 3/4 ton or less van, is not maintained and operated more than 1,000 hours in a vehicle registration year for the transportation of passengers or property in the furtherance of a commercial enterprise.
- ☐ I certify that the trailer or semitrailer with a declared gross weight of 10,000 lbs or less is not maintained and operated in the furtherance of a commercial enterprise.

I certify that the information above and any documentation which I submit in support of this application, is true and correct; that the vehicle is free from liens, except those indicated above and that I have read and understand the requirements of the legal status indicated above. I acknowledge that the odometer reading above is qualified by the seller and that it is not the responsibility of the Motor Vehicle Division to determine the accuracy of the odometer statement. I understand that vehicles registered for use in, or used to commute into, Air Quality Control Areas (including greater metro Phoenix and Tucson) may be subject to emission testing.

If "Or" is checked above, owners must also sign the Legal Status boxes above.

All Owners
Sign Here ▶

MVD Use	Cat	Canceled Plate Number/State/Agent <input type="checkbox"/> 1 <input type="checkbox"/> 2 Plates				Current Title Number		State	Date Title Issued	* See Reverse
REG	EIF	TRN	AQF	PST	PEN	LOP	SNO	DOR	TTL	
UTX	SPL	VL7	CRF	WGT	MCF	PRC		Total Fees		

Odometer Reading Codes

- A The mileage stated reflects the actual mileage.
- B The mileage stated is in excess of the odometer's mechanical limits.
- C The odometer reading is not the actual mileage. WARNING – ODOMETER DISCREPANCY

Legal Status

When ownership of the vehicle is in more than one name, the Legal Status box determines which signatures will be required to transfer ownership of the vehicle, license plates and/or fees, to apply for a refund, or to record loan information.

- OR Ownership is joint tenancy, with an expressed intent that either of the owners has full authority to transfer ownership, license plates and/or fees, or to record loan information. Names will appear on the title as in this example: JOHN DOE OR JOE ROSS
Signature of either party will be accepted. Both signatures are not required. **Owners must sign the Legal Status boxes.**
- AND Ownership is tenancy in common. Names will appear on the title as in this example: JOHN DOE AND JOE ROSS
Signatures of both parties will be required. In the event of the death of either party, the interest of the deceased party must be handled by probate action, or by completing a Non-Probate Affidavit.
- AND/OR Ownership is joint tenancy with right of survivorship. Names will be on the title as in this example: JOHN DOE AND/OR JOE ROSS
Signatures of both parties will be required, if both are living. Upon proof of death, the survivor may sign alone.

Driver License Number or EIN

You are required to provide your driver license number or MVD assigned Customer Number. If in the name of a company, provide your Federal Employer Identification Number (EIN) assigned by the Internal Revenue Service, or MVD assigned Customer Number.

Service Options

In the Service Options box, enter the number for each item that applies to you. Additional documentation may be required.

- 1 **Alternative Fuel** – Vehicle is powered by liquefied petroleum gas (LPG, propane), natural gas (CNG/LNG), a blend of 70% alternative fuel and 30% petroleum-based fuel, hydrogen, solar or electric (excluding golf carts).
- 2 **Tribal** – You are an enrolled member of a tribe and live on a reservation.
- 3 **VA Grant** – You received financial aid from the U.S. Department of Veterans Affairs to purchase your vehicle.
- 4 **VA Disability** – You are certified by the U.S. Department of Veterans Affairs to be 100% disabled and drawing compensation on that basis. The exemption also applies to the surviving spouse, until remarriage.
- 5 **Widow/Totally Disabled Person** – You receive a widow, widower or totally disabled person, property tax exemption from your county assessor.
- 6 **Military** – You are a nonresident military person.
- 7 **Special Military** – Certain Arizona resident who are members of the US Armed forces.
- 8 **Non-Government Emergency Services** – You are a private provider of ambulance, fire fighter or rescue services, and your vehicle is used solely for emergency services.
- 9 **Survivor of Fallen Responder** – A Surviving Spouse or a Surviving Dependent of a Law Enforcement Officer, Fire Fighter, or Emergency Responder who died in the line of duty on or after 04/05/1933.
- 10 **Nonprofit** – You receive a non-profit, property tax exemption from your county assessor.
- 11 **School or Church** – You receive a non-profit school or church property tax exemption from your county assessor.
- 12 **SSI** – You receive Supplemental Security Income disability payments from the federal government. This is not regular Social Security disability benefits.
- 13 **Leased School Bus** – Vehicle is a bus leased by a school district.
- 14 **Health Officer** – You are a public health commissioned officer assigned to a government clinic or medical center.
- Commercial Use / Motor Carrier Options —
- 15 **One-Way Hauling** – At least 45% of the vehicle mileage during the registration year is traveled without a load.
- 16 **Route Truck** – Vehicle weighs more than 26,000 lbs and begins and ends a trip at the same point without adding to the load. At the midway point, the load must be less than 45% of the full load capacity of the vehicle.
- 17 **Agricultural Products** – Vehicle is used only for transporting agricultural products, such as crops, machinery, supplies or livestock used or produced in farming operations. The products, crops or livestock must be unmanufactured or unprocessed.
- 18 **For Hire** – Vehicle is 12,000 lbs or less and you receive compensation for transporting people or property.
- 19 **Farm Vehicle** – Vehicle is used in commercial farming or stock raising by the farmer, family member or an employee.
- 20 **Motion Picture Production** – Vehicle is used in the production of motion pictures, commercials or films.
- 21 **Limited Mileage I** – Vehicle weighs more than 26,000 lbs and is driven less than 2,000 miles each year.
- 22 **Limited Mileage II** – Vehicle weighs more than 26,000 lbs and is driven 2,000 or more miles, but less than 4,000 miles each year.

Vehicle License Tax Distribution

Revenues from the Vehicle License Tax are distributed as follows: State Highways 22.72%, County Roads 14.38%, City Roads 13.72%, County General Fund 24.59% and City/Town General Fund 24.59%



Customer Information/Privacy Notice To Our Customer

Sales Consultant: DERIC HAHN

Name: COCHISE COUNTY PROPERTY MANAGER Birthdate: N/A
 Address: 1415 MELODY LANE Social Security #: N/A
 City, State, Zip: BISBEE, AZ 85603-0000 Phone: (520) 432-9380
 Co-Applicant Name: _____ Birthdate: _____
 Address: _____ Social Security #: _____
 City, State, Zip: _____ Phone: _____

Notice of Your Opportunity to Opt Out of Consumer Financial Information Sharing With Our Affiliated Entities:

If you prefer that we do not share this information with our affiliated entities, please call us at (402) 504-1515 and ask for our Customer Relations Department to opt out of this sharing.

FACTS	What does Woodhouse Auto Family (Woodhouse) do with your personal information?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. The information can include:</p> <ul style="list-style-type: none"> • Social Security number and income • Name, street, telephone number and email address • Account balances and payment history received from third parties • Credit history and employment information <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Woodhouse chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Woodhouse share?	Can you limit this sharing?
For our everyday business purposes- such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes- information about your transactions and experiences	Yes	No
For our affiliates' to market to you	Yes	Yes
For our affiliates' everyday business purposes- information about your creditworthiness	No	We don't share.
For nonaffiliates to market to you	No	We don't share.

Who we are

Who is providing this notice?

Woodhouse Auto Family

What we do

How does Woodhouse protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Woodhouse collect my personal information?

We collect your personal information, for example, when you

- Apply for financing
- Give us your income information or provide employment information
- Provide account information or give us your contact information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only:

- Sharing for affiliates' everyday business purposes-information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Definitions**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- Our affiliates include companies with a Woodhouse name and financial companies such as dealerships.

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- Woodhouse does not share with nonaffiliates so they can market to you.

Joint Marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- Our joint marketing partners include finance companies.

Other important information

I/we acknowledge that I/we have received a copy of this notice.

RUBEN MIRANDA

Print Customer Name


Customer Signature

2-9-16
Date

Print Customer Name

Customer Signature

Date

Questions?

Call Paul Cech at (402) 426-4127.

Woodhouse Ford, Inc. - Product Disclosure

Customer: Business COCHISE COUNTY PROPERTY MAI
Stock Number: T161417
Vehicle: 2016 FORD F250 SC 4X4 340 Miles

Selling Price: \$42,964.00
Trade Allowance: \$0.00
Payoff: \$0.00
Down Payment: \$0.00
Rebate: \$0.00
Sales Tax: \$0.00
Fees: \$234.00
Products: \$0.00
Aftermarket Total: \$0.00
Balance Due: \$43,198.00

1 payment of 43,198.00

Products Purchased

Products Not Purchased

Extended Service Plan

Mechanical & Electrical component coverage that also provides nationwide roadside assistance, rental vehicle & trip interruption.

Total Package Protection

Repairs, tire & wheel damage, windshield chips, dent & ding with paintless dent removal (PDR) and key replacement. Includes full roadside assistance.

TireCARE

Repairs or replaces tires and/or wheels if damaged by road hazard debris.

I have been given the opportunity to purchase the products disclosed above and I have chosen to purchase the products as indicated above.

Buyer

Date

Co-Buyer

Date

This is not a contract. The documentation regarding any products you elect to purchase has been provided separately. All products displayed in the menu are optional and may be purchased separately rather than as a package. The purchase of any displayed product in the menu, whether separately or as part of a package, is not required to obtain financing.

***The price per month is an estimate and may change based upon the inclusion or exclusion of other products



FORD PROTECT

NON-LEASED VEHICLES FORM

ODOMETER DISCLOSURE STATEMENT

Federal law (and state law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

WOODHOUSE FORD, INC

I, WOODHOUSE FORD, INC State that the Odometer now
(PRINT TRANSFEROR'S NAME)

reads 340 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the statements is checked.

- ☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- ☐ (2) I hereby certify that the odometer reading is NOT the actual mileage.
WARNING - ODOMETER DISCREPANCY.

FORD

MAKE

MODEL **F250 SC 4X4** BODY TYPE **XL LB**

VEHICLE IDENTIFICATION NUMBER **1FT7X2BT9GEB76510**

YEAR **2016**

TRANSFEROR'S SIGNATURE

ADAM WESTOVER

(SIGNATURE)

TRANSFEROR'S NAME

WOODHOUSE FORD, INC

(PRINTED NAME)

South Hwy 30 Box 546

(STREET)

TRANSFEROR'S ADDRESS

Blair

NE

68008

(CITY)

(STATE)

(ZIP CODE)

DATE OF STATEMENT **01/28/2016**

TRANSFEREE'S SIGNATURE

2-8-16

(SIGNATURE)

TRANSFEREE'S NAME

COCHISE COUNTY PROPERTY MANAGER

(PRINTED NAME)

1415 MELODY LANE

(STREET)

TRANSFEREE'S ADDRESS

BISBEE

AZ

85603-0000

(CITY)

(STATE)

(ZIP CODE)

This Form complies with both the State and the Federal Odometer Law.
Eff. April 29, 1989 Published by NADCo, P.O. Box 95023, Lincoln, NE 68509

TIM 42989(1)

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant:

Yes

No

Grant No:

Amendment:

Yes

No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is revertment of unexpected funds required at the end of grant period? Yes No

(a) Total indirect (A-87) Cost Allocation:

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

Is there a Secondary Grant Award associated with this Grant? Yes No

Name of Grant:

Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

NOTE: Please attach this Grant Approval form to the AgendaQuick item. The AgendaQuick "Grant Approval template" must be used. Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed GRANT DOCUMENT (not this approval form) to the Finance Department.

Regular Board of Supervisors Meeting**Court Administration****Meeting Date:** 02/23/2016

Appointment of JP's to serve as juvenile hearing officers

Submitted By: Regan Appelo, Court Administration**Department:** Court Administration**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature Required **# of ORIGINALS Submitted for Signature:** 0**NAME of PRESENTER:** Eric Silverberg **TITLE of PRESENTER:** Court Administrator**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate **Source of Mandate or Basis for Support?:** 8-323**Information****Agenda Item Text:**

Approve Appointment of Huachuca City Magistrate Keith Barth to Serve as Juvenile Hearing Officer, authorized under A.R.S 8-323 effective March 1, 2016.

Background:

Due to the large size of the County and the long travel times for witnesses, parties and law enforcement, it is efficient for traffic offenses involving juveniles to be heard in the same physical jurisdiction where the infraction occurred, instead of all such infractions to be heard in Sierra Vista.

It has been the practice of the court to appoint justices of the peace and magistrates to also serve as Juvenile Hearing Officers to hear juvenile traffic offenses locally. Superior Court may only appoint Juvenile Hearing Officers with the approval of the Board of Supervisors, and for cities the local city must also approve the appointment of their magistrate.

On February 11, 2016, the Huachuca City Council approved a Resolution to appoint Keith Barth to serve as a Juvenile Hearing Officer.

Department's Next Steps (if approved):

Issue an administrative order appointing Magistrate Keith Barth to serve as a Juvenile Hearing officer.

Impact of NOT Approving/Alternatives:

Juvenile traffic citations issued by the Huachuca City Police Department would need to be heard in Juvenile Court in Sierra Vista.

To BOS Staff: Document Disposition/Follow-Up:

The BOS action will be communicated to Court Administration.

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 02/23/2016

State Land Lease

Submitted By: Norm Sturm, Emergency Services

Department: Emergency Services

Presentation: No A/V Presentation

Document Signatures: BOS Signature Required

Recommendation: Approve

**# of ORIGINALS
Submitted for Signature:** 2

**NAME
of PRESENTER:** Norm Sturm

**TITLE
of PRESENTER:** ES Coordinator

Mandated Function?: Not Mandated

**Source of Mandate
or Basis for Support?:**

Docket Number (If applicable):

Information

Agenda Item Text:

Approve State Land Lease 03-105209 for radio tower space to accommodate County microwave communications equipment in the amount of \$2,400 annually for the period of October 13, 2015 through October 12, 2025.

Background:

The County has been undergoing an upgrade of its microwave data and communications equipment. As part of this upgrade, space is needed in the Texas Canyon area to enhance coverage of the County's microwave data/communication system. This land lease will facilitate needed space on the Texas Canyon radio tower site. The microwave system upgrade is vital to County's information technology and public safety communications.

Department's Next Steps (if approved):

After approval, notification will be made to County IT to proceed with their upgrades at the Texas Canyon site.

Impact of NOT Approving/Alternatives:

If not approved, the equipment upgrade at Texas Canyon will not be able to proceed. Without the Texas Canyon site, County IT data transfer and public safety radio communications will be compromised.

To BOS Staff: Document Disposition/Follow-Up:

Both original signed copies should be sent to Emergency Services to be forwarded to the State. After the State signs the agreement, one original will be returned to Cochise County.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☒

Amount Available: 2400

Unbudgeted: ☒

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1: 100-3600-9-428.900

Fund Transfers

Fiscal Year: 15/16

One-time Fixed Costs? (\$\$\$):

Ongoing Costs? (\$\$\$): \$2400/year

County Match Required? (\$\$\$):

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):

Source of Funding?: General Fund

Fiscal Impact & Funding Sources (if known):

The \$2400 annual lease is an eligible expense under Emergency Service's EMPG grant. EMPG will reimburse 50% of the \$2400 lease fee.

Attachments

State Land Lease

COMMERCIAL LEASE NO. 03-105209

ARIZONA STATE LAND DEPARTMENT

Site I.D.: N/A

THIS COMMERCIAL LEASE is entered into by and between the State of Arizona as "Lessor" by and through the Arizona State Land Department and

COCHISE COUNTY

as "Lessee". In consideration of the payment of rent and the performance by the parties of each of the provisions set forth herein, and intending to be legally bound, the parties agree as follows:

ARTICLE 1 PARCEL

1.1 Agreement. Lessor hereby leases to Lessee for the term, at the rent, and in accordance with the provisions set forth herein, the Parcel described in Appendix "A" attached hereto (the "Parcel") for the uses and purposes specified below, subject to the provisions of Article 4 (Use of Premises).

1.2 Use. The Parcel shall be used solely and exclusively for: A wireless telecommunications tower and antenna facility.

1.3 Parcel leased "as is". Lessee makes use of the Parcel "as is" and Lessor makes no express or implied warranties as to the physical condition of the Parcel.

1.4 Definition. "Premises" means the Parcel together with all rights appurtenant thereto expressly granted by this Lease, including Improvements, Removable Improvements, and personal property located on, below or above the Parcel.

1.5 Definition. "Rent" means Annual Rent, base rent, percentage rent or any combination thereof, including any and all payments required of Lessee to Lessor.

ARTICLE 2

TERM

2.1 Commencement; Expiration. The term of this lease commences on October 13, 2015, and ends on October 12, 2025, unless terminated earlier as provided in this Lease.

ARTICLE 3

RENT

3.1 Annual Rent. Lessee shall pay rent to Lessor, without notice or demand, on or before the commencement date of this Lease, and each year thereafter, annually in advance, on or before the anniversary of the commencement date, for the use and occupancy of the Parcel during the term of this Lease, without offset or deduction except as provided hereafter. In the event that Lessee appeals the initial rental value set by the Land Commissioner for this Lease, and the Board of Appeals determines a rental value different from the initial rental value set by the Land Commissioner, either party may terminate this Lease within thirty days after the decision of the Board of Appeals is final. Lessee agrees to pay rent for this Lease due and payable as follows:

\$2,400.00 annually

3.2 Penalty; Interest; Lien. There shall be added to the delinquent rental or other monies due, a penalty and delinquent interest. The delinquent interest rate shall be set by the State Treasurer according to law. The penalty shall be the greater of a minimum processing cost as determined by the Commissioner or five (5%) percent. The delinquent rent, penalty and interest shall be a lien on the improvements and property on the land.

ARTICLE 4

USE OF PREMISES

4.1 Use. The Premises shall be used solely and exclusively for the purpose described in Article 1.2 (Use). All others are prohibited.

4.2 Co-location. Subject to Lessee (i) receiving technical and construction details of the additional user's proposed installation and Lessee verifying that such proposed installation will not interfere with Lessee's facilities or its operation and (ii) reaching reasonable and mutually acceptable terms and conditions of co-location with the additional user (including, without limitation, reimbursement of pro-rata capital costs, payment of modification costs, if any, payment of subrentals, additional user's agreement to reasonable continuing non-interference and operational rules and regulations), Lessee agrees that co-location of other compatible and similar communication users on the Premises is mandatory where space is available or where facilities can be modified to allow such use, and wherever non-interference to radio frequencies of Lessee and any approved

sublessees can be assured. Lessee and any additional user shall comply with subleasing requirements of Article 14.

4.3 Waste. Lessee shall not conduct or permit to be conducted any public or private nuisance on the Premises, nor commit or permit to be committed any waste thereon. Lessee shall report to Lessor and appropriate law enforcement authorities any known or suspected trespass or waste committed on the Premises.

4.4 Conformity to Law. Lessee shall not use or permit the Premises to be used in any manner that is not in conformity with all applicable Federal, State, County and municipal laws, rules and regulations, unless Lessor determines and advises Lessee in writing otherwise.

4.5 Governmental Approval. Except as provided in Article 4.4 (Conformity to Law), failure to obtain, or loss of any governmental approval that is prerequisite to the use for which this lease is issued or that is necessary to construct, maintain or operate any facilities on the site in connection with that use, shall constitute a breach of this Lease, subject to the provisions of Article 17 (Lessee Defaults and Lessor's Remedies).

4.6 Reservations. Lessor excepts and reserves from the Parcel all oil, gases, geothermal resources, coal, ores, limestone, minerals, fossils, and fertilizers of every name and description that may be found in or upon the Parcel, and Lessor reserves the right to enter upon the Parcel for the purpose of prospecting therefor, or extracting any or all of the commodities therefrom. Lessor reserves the right to issue to other persons, rights to use the Parcel in a manner not inconsistent with the purposes for which this Lease was issued. Lessor further excepts and reserves the right to relinquish to the United States lands needed for irrigation works in connection with a government reclamation project, and to grant or dispose of rights-of-way and sites for canals, reservoirs, dams, power or irrigation plants or works, railroads, tramways, transmission lines or any other purpose or use on or over the Parcel.

4.7 No Water Rights Conferred. This Lease does not confer upon Lessee, its assignees or sublessees, any express or implied rights to the use or removal of surface or ground water from the Parcel. Any use or removal of water from the Parcel shall be pursuant to an independent written agreement with Lessor and no claim thereto shall be made by Lessee. Any water right established shall attach and be appurtenant to the Parcel.

4.8 Groundwater Conditions. Drilling of well(s) is PROHIBITED without prior written permission from Lessor per Article 6.2 (Prior Approval Required).

4.9 Quiet Enjoyment. Lessee shall peaceably and quietly enjoy the Parcel during the term of this Lease so long as Lessee is in compliance with all the provisions of this Lease.

4.10 Inspection. Lessor, its duly authorized agents, employees and representatives shall have the right to enter upon and inspect the Parcel and all Improvements thereon at reasonable time, and in a reasonable manner.

4.11 Surrender. In the event this Lease is not renewed, Lessee shall surrender peaceably the possession of the Parcel upon expiration of the term of this Lease.

ARTICLE 5 **RECORDS**

5.1 Record Keeping; Inspection. Lessee shall make and keep for the term of the Lease and either (i) five (5) years thereafter; or (ii) until the conclusion of any dispute concerning this Lease, whichever is later, appropriate books and records concerning the operation of this Lease, including but not limited to Federal and State tax statements, receipts and other records. Lessor, its duly authorized agents, employees and representatives shall have the right at all times during the term of this Lease and for either (i) five (5) years thereafter; or (ii) until the conclusion of any dispute, whichever is later, to make reasonable examination of those books, records or other material in order to obtain information which Lessor deems necessary to administer this Lease.

ARTICLE 6 **CONSTRUCTION AND IMPROVEMENTS**

6.1 Definitions. "Improvements" means anything permanent in character which is the result of labor or capital expended by Lessee or his predecessors in interest on State land in its reclamation or development, and which has enhanced the value of the Parcel. "Removable Improvements" means anything not permanent in character which is the result of labor or capital expended by Lessee or his predecessors in interest on State land.

6.2 Prior Approval Required. Lessee shall not place or construct or permit to be placed or constructed any Improvement or Removable Improvement on or to the Parcel, other than:

Telecommunication facilities, including: Telecommunications tower and ancillary equipment as allowed by zoning.

All other improvements are prohibited. Prior to applying for a building permit from the local government authority or prior to beginning of the construction if no permit is required, Lessee shall submit a current *Application to Place Improvement* ("Application"). No construction shall begin until Lessor approves in writing the *Application*. The *Application* shall include plans and specification (including but not limited to grading, construction and landscape plans) showing the nature, location, approximate cost, and quality of the proposed Improvements. Drainage, waste water, and sewage plans must be submitted with the *Application*. Plans submitted must be stamped by an Arizona registered engineer or architect. The work shall be completed by an Arizona registered contractor.

The location of completed Improvements, as-built construction plans stamped by an Arizona registered engineer or architect, and any other information required by Lessor, shall be submitted to Lessor within thirty (30) days following the completion of construction on Lessor's form known as a *Report of Improvement Placed With Prior Approval*. Any Improvements placed on the Parcel shall conform to existing laws and ordinances applicable to the proposed construction in the jurisdiction where the Premises are located, unless Lessor determines and advises Lessee in writing that such conformity is not in the best interest of the Trust.

6.3 Utilities; New Construction. Gas, electric, power, telephone, water, sewer, cable television and other utility or service lines of every nature shall be placed and kept underground unless Lessor grants prior written approval otherwise. All buildings and structures shall be of new construction and no buildings or structures shall be moved from any other location onto the Parcel without Lessor's prior written approval.

6.4 Annual Statement. Upon request, but not more frequently than once a year, Lessee shall file with Lessor a sworn statement setting forth the description of any Improvement(s) placed on the Parcel during the prior lease year and the actual cash value of such Improvement(s).

6.5 Ownership; Removal. All Improvements placed upon the Parcel by Lessee shall be the property of the Lessee subject to the terms of this Lease, and shall, unless they become the property of the Lessor, be subject to assessment for taxes in the name of the Lessee, the same as other property of the Lessee. Not later than ninety (90) days following the expiration of this Lease, or, subject to A.R.S. § 37-289.B, sixty (60) days following the cancellation of this Lease, Lessee may remove those Improvements which belong to it, are free of any liens and can be removed without causing injury to the Parcel. At its option, Lessor may waive any of the above listed prerequisites to Lessee's removal of Improvements. Lessee may, with Lessor's prior written approval and within the time allowed for removal, sell its Improvements to the succeeding Lessee.

ARTICLE 7

REPAIRS AND MAINTENANCE

7.1 Lessee's Obligations. Lessor shall be under no obligation to maintain, repair, rebuild or replace any Improvement on the Parcel. Lessee shall, subject to the provisions of Article 12 (Damage) and Article 15 (Eminent Domain) and at its own expense, keep and maintain the Premises in good order, condition and repair in conformity with all governmental requirements and if applicable, those of the insurance underwriting board or insurance inspection bureau having jurisdiction over the Premises, unless Lessor determines and advises Lessee in writing that such conformity is not in the best interest of the Trust.

ARTICLE 8

MECHANICS' LIENS

8.1 Payment; Indemnity. Lessee shall be responsible for payment of all costs and charges for any work done by or for it on the Premises or in connection with Lessee's occupancy thereof, and Lessee shall keep the Premises free and clear of all mechanics' liens and other liens and encumbrances resulting from work done for Lessee or persons claiming under it; provided, however, that Lessee may in good faith, and with reasonable diligence, contest or dispute any such lien claims in any appropriate forum so long as this Lease or the Leased Parcel are not actually in danger of levy or sale. Lessee expressly agrees to and shall indemnify and save Lessor harmless against liability, loss, damages, costs, attorney's fees and all other expenses on account of claims of lien or other encumbrances of laborers or material men or others for work performed or materials or supplies furnished to Lessee or persons claiming under it. Further, any contracts between Lessee or sublessees and any contractors and subcontractors shall expressly hold Lessor harmless against any liability arising from such contracts, as described above.

8.2 Notice. Should any such claims of lien or other encumbrances be filed against the Parcel or any action affecting the title to the Parcel be commenced, the party receiving notice of such lien or action shall immediately give the other party written notice thereof.

ARTICLE 9

UTILITIES

9.1 Lessee's Obligations. Lessee shall be responsible for and shall hold Lessor harmless from any liability for all charges for water, gas, sewage, electricity, telephone and any other utility service.

ARTICLE 10

TAXES AND ASSESSMENTS

10.1 Lessee's Obligations. In addition to the rent set herein, Lessee shall timely pay and discharge, without deduction or abatement for any cause, all duties, taxes, charges, assessments, impositions and payments, extraordinary as well as ordinary, unforeseen as well as foreseen, of every kind and nature (under or by virtue of any current or subsequently enacted law, ordinance, regulation or order of any public or governmental authority), which during the term are due, imposed upon, charged against, measured by or become a lien on (i) the Premises; (ii) any Leasehold interest; (iii) the interest of any of the parties to this Lease or in proceeds received pursuant to this Lease; and (iv) the rent paid pursuant to this Lease.

ARTICLE 11

INSURANCE AND INDEMNITY

11.1 Indemnity. Lessee shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "State of Arizona") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Lessee or any of its owners, officers, directors, agents, employees or contractors, arising out of or related to Lessee's occupancy and use of the Leased Premises. It is the specific intention of the parties that the State of Arizona shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State of Arizona, be indemnified by Lessee from and against any and all Claims. It is agreed that Lessee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

11.2 Insurance Requirements. Lessee shall procure and maintain for the duration of the Lease insurance against claims for injury to persons or damage to property which may arise from or in connection with this Lease. The insurance requirements herein are minimum requirements for this Lease and in no way limit the indemnity covenants contained in this Lease. The State of Arizona in no way warrants that the minimum limits contained herein is sufficient to protect the Lessee from liabilities that might arise out of this Lease. Lessee is free to purchase such additional insurance as Lessee determines necessary.

A. Minimum Scope and Limits of Insurance. Lessee shall provide coverage with limits of liability not less than those stated below:

1. Commercial General Liability-Occurrence Form. The Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate:	\$2,000,000.00
Personal Injury:	\$1,000,000.00
Each Occurrence:	\$1,000,000.00
Blanket Contractual Liability:	\$1,000,000.00
Fire Damage (Any one fire):	\$500,000.00

The policy shall be endorsed to or automatically include the following as additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the use and/or occupancy of the property subject to this Lease, as their interests may appear."

The policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions and its officers, officials, agents and employees for losses arising from the Lessee.

Each liability policy or policies shall be written on an occurrence basis. Furthermore, the minimum amount of coverage for the above shall be adjusted upward on Lessor's reasonable request to be made no more frequently than once every two (2) years so that such respective minimum amounts of coverage shall not be less than the amounts then required by statute or generally carried on similarly improved real estate in the County herein described, whichever is greater.

2. Property Insurance. Property insurance shall be required in the Replacement Value amount of the Improvements. Property insurance shall be written on an "all risk, replacement cost coverage, including coverage for flood and earth movement. The policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions and its officers, officials, agents and employees for losses arising from the Lessee.

B. Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:

1. The Lessee's insurance coverage shall be primary insurance with respect to all other available sources.

2. Lessee's liability and indemnification obligations pursuant to this Lease shall not be limited by the coverage provided by Lessee.

C. Notice of Cancellation. Unless evidence of replacement coverage equivalent to or exceeding the requirements of the Lease is verified according to subsection E below, each insurance policy required by the insurance provisions of this Lease shall not be cancelled or reduced below the requirements of this Lease in coverage or in limits except after thirty (30) days' prior written notice has been given to the State of Arizona (ten (10) days prior written notice due to non-payment). Such notice shall be sent directly to the Arizona State Land Department, 1616 W. Adams, Phoenix, Arizona 85007, and shall be sent by certified mail, return receipt requested.

D. Acceptability of Insurers. Insurance is to be placed with duly licensed or approved nonadmitted insurers in the State of Arizona with an "A.M. Best" rating of not

less than A-VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Lessee from potential insurer insolvency.

E. Verification of Coverage. Lessee shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Lease. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before the Lease Term commences. Each insurance policy required by this Lease must be in effect at or prior to the commencement of the Lease and must remain in effect for the duration of the Lease. Failure to maintain the insurance policies as required by this Lease or to provide timely evidence of renewal will be considered a material breach of the Lease.

All certificates required by this Lease shall be sent directly to The Arizona State Land Department, 1616 W. Adams, Phoenix, Arizona 85007. Lease number and location description are to be noted on the certificate of insurance. In the event a claim is presented against the state relating to this site or use of this site, or in the event a default has occurred under this Lease, the State of Arizona reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Lease at any time, thereafter, subject to such confidentiality as is permitted pursuant to applicable laws, rules and regulations.

F. Approval. Any modification or variation from the insurance requirements in this Lease shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal lease amendment, but may be made by administrative action.

G. Exceptions. In the event the Lessee or sub-Lessee(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide Certificate of Self Insurance. If the Lessee or sub-Lessee(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

H. Blanket Umbrella Policy. Anything in this Section to the contrary notwithstanding, any insurance which Lessee is required to obtain pursuant to this Section may be carried under a "blanket" or umbrella policy or policies covering other properties or liabilities of Lessee, so long as the "blanket" or umbrella policy or policies otherwise comply with the provisions of this Section and provided further that the policies provide for a reserved amount with respect to the Leased Premises so as to assure that the amount of insurance required by this Section will be available notwithstanding any losses with respect to other property covered by the blanket policies.

ARTICLE 12

DAMAGE

12.1 Lessee's Obligations. If the Parcel or any building or other Improvement located thereon are damaged or destroyed during the term of this Lease, Lessee may arrange at its expense for the repair, restoration and reconstruction of the same substantially to its former condition, but such damage or destruction shall not terminate this Lease or relieve Lessee from its duties and liabilities hereunder.

ARTICLE 13

TRADE FIXTURES AND PERSONAL PROPERTY

13.1 Lessee's Property. Any trade fixtures, signs, store equipment, and other personal property installed in or on the Parcel by Lessee or any sublessee shall remain its property subject to the provisions of this Lease. Lessee shall have the right, provided it is not then in breach hereunder, at any time to remove any and all of the same, subject to the restrictions of Article 6.5 (Ownership; Removal).

ARTICLE 14

ASSIGNMENT, SUBLETTING AND ENCUMBRANCE

14.1 Prior Approval Required. Lessee shall not assign this Lease or any interest therein, nor shall Lessee sublease any portion or all of the Premises without obtaining Lessor's prior written approval. In no event may this Lease or any interest therein be assigned or sublet unless Lessee is in full compliance with this Lease. Lessor may require additional rent in consideration for approval of any sublease. Lessee shall not enter into a contract of sale, mortgage, lien or other encumbrance affecting this Lease unless a copy is filed with Lessor. Sublease approval shall be contingent upon the proposed sublessee obtaining and complying with the terms of a Special Land Use Permit ("SLUP") for the sublessee's use of the Parcel and Premises. Sublease approval shall terminate automatically upon the expiration, or cancellation for any reason including non-renewal, of the SLUP.

14.2 Consent Required. An assignment of this Lease shall not be made without the consent of all lienholders of record. Lessee may assign all or a portion of the Premises as allowed by the terms of this Article provided Lessee shall assign Lessee's entire interest in that portion of the Premises.

14.3 Purpose. There shall be no assignment or sublease made except to an assignee or sublessee that will use the Premises for the purpose(s) described herein.

14.4 Lessee Primarily Responsible. Notwithstanding any sublease, Lessee shall remain responsible to Lessor for the performance of the provisions of this Lease.

14.5 Entire Interest. The assignment of Lessee's entire interest in a portion of the Premises shall not relieve Lessee of its responsibility to Lessor for the performance of the provisions of this Lease as it relates to that portion of the Premises not transferred by the assignment.

ARTICLE 15 **EMINENT DOMAIN**

15.1 Expiration. If at any time during the duration of this Lease the whole or any part of the Parcel is taken by direct sale, lease, institutional taking under A.R.S. § 37-441 or acquisition in any manner through condemnation proceedings or otherwise, for any quasi-public or public purpose by any person, private or public corporation, or any governmental agency having authority to exercise the power of eminent domain or condemnation pursuant to any law, general, special or otherwise, this Lease shall expire on the date when the Parcel is taken or acquired except as otherwise provided.

15.2 Partial Taking; Damages; Rent. In the event of a partial taking and if Lessor determines that it is in the best interest of the Trust, the Lease may continue in full force and effect for that portion of the Parcel not taken. As against Lessor, Lessee and any sublessee shall not have a compensable right or interest in the real property being taken and shall have no compensable right or interest in severance damages which may accrue to the remainder of the Parcel not taken, nor shall Lessee or any sublessee have any compensable right or interest in the remaining term of this Leasehold or any renewal. Rent shall be apportioned as of the day of such taking. Lessor shall be entitled to and shall receive any awards, including severance damage to remaining state lands that may be made for any taking concerning the Parcel.

15.3 Lessee's Rights to Award. In the event of any taking, Lessee shall have the right to receive any and all awards or payments made for any building or other Improvements on the lands fully placed on the Parcel by Lessee with Lessor's prior written approval.

ARTICLE 16 **BANKRUPTCY AND INSOLVENCY**

16.1 Lessor's Rights. If (i) all or substantially all of Lessee's assets are placed in the hands of a receiver, and such receivership continues for a period of thirty (30) days; or (ii) should Lessee make an assignment for the benefit of creditors; or (iii) should Lessee institute any proceedings under any present or future provisions of the Bankruptcy Code or under a similar law wherein Lessee seeks to be adjudicated as bankrupt, or to be discharged of its debts, or to effect a plan of liquidation, composition or reorganization; or (iv) should any involuntary proceedings be filed against Lessee under such bankruptcy laws and not be dismissed or otherwise removed within ninety (90) days after its filing, then this Lease shall not become an asset in any of such proceedings or assignment. In addition

to all other rights and remedies of Lessor provided hereunder or by law, Lessor shall have the right to declare the term of this Lease at an end and to re-enter the Premises, take possession and remove all persons, and Lessee shall have no further claim on the Parcel under this Lease.

ARTICLE 17

LESSEE DEFAULTS AND LESSOR'S REMEDIES

17.1 Conditions. All of the provisions of this Lease are conditions. Breach of any one of these conditions by Lessee or any sublessee shall be sufficient grounds for cancellation of this Lease by Lessor, subject to the other provisions of this Article.

17.2 Cancellation. If Lessee fails to keep any provision of this Lease, Lessor may cancel this Lease and declare Lessee's interest forfeited, and if it appears that this Lease was procured through fraud, deceit or willful misrepresentation, the Improvements shall be forfeited to the State. Lessor shall be forever wholly absolved from liability for damages which might result to Lessee or any sublessee on account of this Lease having been canceled or forfeited prior to the expiration of the full term, subject to the other provisions of this Article.

17.3 Breach. In the event of a breach of this Lease which is not curable or remains uncured after thirty (30) days notice by Lessor of failure to pay rent, taxes or other assessments, and forty-five (45) days from the receipt of the notice to cure any other curable default, to Lessee of the breach, Lessor may, in addition to all other remedies which may be available to Lessor in law or in equity, (i) enter and repossess the Premises or any part thereof, expelling and removing therefrom all persons and property (either holding such property pursuant to Lessor's landlord's lien, or storing it at Lessee's risk and expense, or otherwise disposing thereof), as to which Lessor shall not be liable to Lessee or any sublessee for any claim for damage or loss which may thereby occur, and (ii) either (a)

terminate this Lease, holding Lessee liable for damages for its breach or (b) treat the Lease as having been breached anticipatorily and the Premises abandoned by Lessee without thereby altering Lessee's continuing obligations for the payment of rent and the performance of those Lease provisions to be performed by Lessee during the Lease term.

17.4 Liquidated Damages. If Lessor terminates this Lease for Lessee's breach, Lessee shall be liable to Lessor, as liquidated damages and not as a penalty, an amount, which at the time of such termination, represents the amount equal to the rent due for the two (2) subsequent lease years or the remaining term of the Lease, whichever is less. The liquidated damages will compensate Lessor for the loss of rent from the parcel due to the default and costs incurred to re-lease the Premises.

17.5 Expenses. Lessee shall pay to Lessor upon demand all costs, expenses and fees, including attorneys' fees (or market value of attorney's fees) which Lessor may incur

in connection with the exercise of any remedies on account of or in connection with any breach by Lessee, plus interest on all amounts due from Lessee to Lessor at the rate set by the Arizona State Treasurer, according to law.

17.6 Remedies not Exclusive. The remedies herein granted to Lessor shall not be exclusive or mutually exclusive and Lessor shall have such other additional remedies against Lessee as may be permitted in law or in equity at any time; provided, however, Lessor shall not be relieved of any obligation imposed by law for mitigation of damages, nor shall Lessor recover any duplicative damages, and Lessee shall be reimbursed by any subsequent Lessee or purchaser of the Premises for any amount by which the value of Lessee's Improvements exceed Lessor's damages, notwithstanding any other provision in this Lease to the contrary. In particular, any exercise of a right of termination by Lessor shall not be construed to end or discharge any right of Lessor to damages on account of Lessee's breach.

17.7 No Waiver. No waiver of breach of any provision of this Lease shall be construed as a waiver of succeeding breach of the same or other provisions.

ARTICLE 18 **HOLDING OVER**

18.1 Prohibition. There shall not be any holding over by Lessee or any assignee or sublessee, upon the expiration or cancellation of this Lease without Lessor's prior written consent. If there be any holding over by Lessee or any assignee or sublessee, the holding over shall give rise to a tenancy at the sufferance of Lessor upon the same terms and conditions as are provided for herein with a rent for the holdover period commensurate with, but in no event less than, the previous year's rent.

18.2 Renewal Application. An application to renew this Lease, properly and timely filed, may give rise to a period of interim occupancy if the term of this Lease expires prior to execution of a new lease or the denial of the application to renew.

18.3 Interim Occupancy Conditions. Should interim occupancy occur, on or before the expiration of this Lease, and annually thereafter, Lessee shall pay rent established by Lessor (subject to A.R.S. § 37-215(B)). Unless advised in writing by Lessor to the contrary, all other terms and conditions of this Lease shall remain in full force and effect.

ARTICLE 19 **ENCUMBRANCES**

19.1 Rights. Lessee, and its successors and assigns, shall have the unrestricted right to mortgage and pledge this Lease, subject, however, to the limitations of this Section. Any such mortgage/deed of trust or pledge shall be subject and subordinate to the rights of

Lessor, and nothing in this Lease shall be construed to impose upon Lessor any obligation or liability with respect to the payment of any indebtedness to any holder of a mortgage/deed of trust or pledge of this Lease.

19.2 Term. The term of any leasehold mortgage or deed of trust shall not be longer than the remaining lease term.

19.3 Registration. No holder of a mortgage/deed of trust on this Lease shall have the rights or benefits provided by this Article nor shall the provisions of this Article be binding upon Lessor, unless and until the name and address of the holder of the mortgage/deed of trust is registered with Lessor.

19.4 Of Record. If Lessee, or Lessee's successors or assigns, shall mortgage this Lease in compliance with provisions of this Article, then so long as any such mortgage/deed of trust of record remains unsatisfied, the following provisions shall apply:

(a) Lessor, upon giving Lessee any notice of default, or any other notice under the provisions of or with respect to this Lease, shall also give a copy of such notice to the registered holder of a mortgage/deed of trust on this Lease.

(b) Any holder of such mortgage/deed of trust, in case Lessee shall have a monetary default hereunder, shall, within thirty (30) days from the receipt of notice have the right to cure such default, or cause the same to be cured, and Lessor shall accept such performance by or at the instance of such holder as if the same had been made by Lessee, all as provided in A.R.S. § 37-289 (A)(2).

(c) Nothing herein contained shall preclude Lessor, subject to the provisions of this Article, from exercising any rights or remedies under this Lease with respect to any other default by Lessee during the pendency of any foreclosure or trustee's sale proceedings.

(d) Any holder of such mortgage/deed of trust, in case Lessee shall have a default other than a default involving failure to pay rent, taxes or other assessments, shall have forty-five (45) days from the receipt of notice to cure any curable default.

(e) No failure on the part of Lessor to give the required notice of default to the holder of a mortgage/deed of trust shall be deemed a waiver of Lessor's continuing right to give notice of the default.

(f) Upon foreclosure of the mortgage or deed of trust, Lessor shall assign this Lease to the holder of the mortgage or deed of trust if all taxes rent and assessment payments are current. Nothing herein contained shall be deemed to obligate Lessor to deliver physical possession of the demised Premises to the assignee under any assignment entered into pursuant to this paragraph.

(g) No agreement between Lessor and Lessee modifying, canceling or surrendering this Lease shall be effective without the prior written consent of the registered mortgagees and lienholders.

(h) No union of the interest of Lessor and Lessee shall result in a merger of this Lease in the fee interest.

(i) If a default is not cured within the applicable time period, Lessor may issue an order canceling the Lease. If a cancellation order is issued, the order shall not become final until any foreclosure action by a mortgagee or other lienholder, registered with Lessor pursuant to this Article, is finally resolved, if the mortgagee or lienholder does both of the following:

(1) Within thirty (30) days of the date of issuance of a Notice of Default, files written notice with Lessor of its intent to proceed with a foreclosure action, and;

(2) Within one hundred twenty (120) days of the date of issuance of a Notice of Default, has commenced either a foreclosure action in court or a nonjudicial foreclosure of a deed of trust, and has provided Lessor with a certified copy of the complaint or other document that officially commences the foreclosure process, and thereafter prosecutes the foreclosure with reasonable diligence.

19.5 Casualty Loss. A standard Mortgage Clause naming each leasehold mortgagee may be added to any and all insurance policies required to be carried by Lessee hereunder on condition that the insurance proceeds are to be applied in the manner that is not in derogation of Lessor's rights; except that the leasehold mortgage may provide a manner for the disposition of such proceeds, if any, otherwise payable directly to Lessee (but not such proceeds, if any, payable jointly to Lessor and Lessee) pursuant to the provisions of this Lease.

ARTICLE 20

ENVIRONMENTAL MATTERS

20.1 Definition of Regulated Substances and Environmental Laws. For purposes of this Lease, the term "Environmental Laws" shall include but not be limited to any relevant federal, state or local environmental laws, and the regulations, rules and ordinances, relating to environmental matters, and publications promulgated pursuant to the local, state, and federal laws and any rules or regulations relating to environmental matters. For the purpose of this Lease, the term "Regulated Substances" shall include but not be limited to substances defined as "regulated substance," "solid waste," "hazardous waste," "hazardous materials," "hazardous substances," "toxic materials," "toxic substances," "inert materials," "pollutants," "toxic pollutants," "herbicides," "fungicides," "rodenticides," "insecticides," "contaminants," "pesticides," "asbestos," "environmental nuisance," "criminal littering," or "petroleum products" as defined in

Environmental Laws.

20.2 Compliance with Environmental Laws. Lessee shall strictly comply with all Environmental Laws, including, without limitation, water quality, air quality; and handling, transportation, storage, treatment, or disposal of any Regulated Substance on, under, or from the Premises. Without limiting the foregoing, compliance includes that Lessee shall: (1) comply with all reporting obligations imposed under Environmental Laws; (2) obtain and maintain all permits required by Environmental Laws, and provide a copy to Lessor within ten (10) business days of receipt of the lease; (3) provide copies of all documentation required by Environmental Laws to Lessor within ten (10) business days of Lessee's submittal and/or receipt of the documentation; (4) during the term of Lease, provide copies of all information it receives or obtains regarding any and all environmental matters relating to the Premises, including but not limited to environmental audits relating to the Premises regardless of the reason for which the information was obtained or whether or not the information was required by Environmental Laws; (5) prevent treatment, storage, disposal, handling or use of any Regulated Substances by Lessee and its agents, employees and contractors within the Premises without prior written authorization from Lessor. Lessee shall use commercially reasonable efforts to preclude use of Lessee's portion of the Premises by unauthorized persons.

20.3 Designated Compliance Officer. Lessee at all times shall employ or designate an existing employee (the "Designated Compliance Officer") who is responsible for knowing all Environmental Laws affecting Lessee and Lessee's business and monitoring Lessee's continued compliance with applicable Environmental Laws. Upon request by Lessor, Lessee shall make the Designated Compliance Officer available to discuss Lessee's compliance, answer any questions, and provide such reports and confirming information as Lessor may reasonably request.

20.4 Audit. At any time, Lessor may request Lessee to provide an environmental audit of the Premises performed by an Arizona registered professional engineer or an Arizona registered geologist. Lessee shall pay the entire cost of the audit.

20.5 Environmental Assessment. At any time, during the term of the Lease, Lessor may require Lessee to obtain one Phase I environmental assessment of the Premises performed by an Arizona registered professional engineer or an Arizona registered geologist. If based upon the Phase I environmental assessment or its own independent investigation, Lessor identifies any possible violation of Environmental Laws or the terms of this Lease by Lessee or its agents, employees or contractors, Lessor may require Lessee to conduct additional environmental assessments as Lessor deems appropriate for the purpose of ensuring that the Premises are in compliance with Environmental Laws. The Phase I assessment, or any other assessment required by Lessor, shall be obtained for the benefit of both Lessee and Lessor. A copy of the Phase I report shall be provided both to Lessee and Lessor. Lessor, in its sole discretion, shall have the right to require Lessee to perform additional assessments of any damage to the Premises arising out of any violations

of Environmental Laws by Lessee or its agents, employees or contractors. If Lessee fails to obtain any assessments required by Lessor, Lessee shall pay the entire costs of any and all assessments required by Lessor, notwithstanding the expiration or termination of the Lease.

20.6 Indemnity for Environmental Damage. Lessee shall defend, indemnify and hold Lessor harmless from and against any and all liability, obligations, losses, damages, penalties, claims, environmental response and cleanup costs and fines, and actions, suits, costs, taxes, charges, expenses and disbursements, including legal fees and expenses of whatever kind or nature (collectively, "claims" or "damages") imposed on, incurred by, or reserved against Lessor in any way relating to or arising out of any non-compliance with any Environmental Laws by Lessee or its agents, employees or contractors, the existence or presence of any Regulated Substance, on, under, or from the Premises due to the acts or omissions of Lessee or its agents, employees or contractors, and any claims or damages in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance on, under, or from the Premises by Lessee, its agents, contractors, or subcontractors.

20.7 Scope of Indemnity. This indemnity shall survive the expiration or termination of this Lease and/or transfer of all or any portion of the Premises and shall be governed by the laws of the State of Arizona.

20.8 Lessee's Participation in the Defense. In the event any action or claim is brought or asserted against Lessor which is or may be covered by this indemnity, Lessee shall fully participate, at Lessee's expense, in the defense of the action or claim including but not limited to the following: (1) the conduct of any required cleanup, removal or remedial actions and/or negotiations, (2) the conduct of any proceedings, hearings, and/or litigation, and (3) the negotiation and finalization of any agreement or settlement. For indemnified matters all final decisions concerning the defense shall be reasonably approved by Lessor. Lessee's obligations to participate in the defense under this Section shall survive the expiration or termination of the Lease.

20.9 Restoration. Prior to the termination of the Lease, Lessee shall restore the Premises by removing any and all Regulated Substances deposited by Lessee or its agents, employees or contractors. In addition, the restoration shall include, but not be limited to, removal of all waste and debris deposited by Lessee. If the Premises or any portions thereof are damaged or destroyed from the existence or presence of any Regulated Substance due to the acts or omissions of Lessee or its agents, employees or contractors, or if the Premises or any portions thereof are damaged or destroyed in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance due to the acts or omissions of Lessee or its agents, employees or contractors, Lessee shall arrange, at its expense, for the repair, removal, remediation, restoration, and reconstruction to the Premises to the original condition existing on the date that Lessee first occupied the Parcel, to the satisfaction of Lessor. In

any event, any damage, destruction, or restoration by Lessee shall not relieve Lessee from its obligations and liabilities under this Lease. Lessee's restoration obligations under this Section shall survive the expiration or the termination of the Lease.

ARTICLE 21

NATIVE PLANTS AND CULTURAL RESOURCES

21.1 Cultural Resources.

(a) Pursuant to A.R.S. §§ 41-841 and 41-842, Lessee, Lessee's employees, and Lessee's guests shall not excavate or collect any prehistoric or historic archaeological specimens on the Parcel without a permit from the Director of the Arizona State Museum and written approval of Lessor pursuant to the terms of this Lease. Lessee shall immediately report any unpermitted excavation or collection of archaeological specimens on the Parcel to the Arizona State Museum and Lessor.

(b) Pursuant to A.R.S. § 41-844, Lessee shall report to the Director of the Arizona State Museum and Lessor any prehistoric or historic archaeological site, or paleontological site, that is discovered on the Parcel by Lessee, Lessee's employees, or Lessee's guests, and shall, in consultation with the Director of the Arizona State Museum and Lessor, immediately take all reasonable steps to secure the preservation of the discovery.

21.2 Native Plants/Noxious Weeds.

(a) Lessee shall not move, use, destroy, cut or remove or permit to be moved, used, destroyed, cut or removed any timber, cactus, native plants, standing trees or products of the land except that which is necessary for the use of the Parcel, and then only with the prior written approval of Lessor. For undeveloped land, the Lessee must submit a plant survey prior to the removal of any native plant. If the removal or destruction of plants protected under the Arizona Native Plant Law (A.R.S. § 3-901 et seq., or any successor statutes) is necessary to the use of the Parcel, Lessee shall also obtain the prior written approval of the Arizona Department of Agriculture. In the event the Lessee removes the native plants, the Lessee must pay a vegetation fee to the Lessor and this fee is not a reimbursable improvement.

(b) Lessee is responsible for treatment of all regulated and restricted noxious weeds listed by the Arizona Department of Agriculture.

ARTICLE 22

MISCELLANEOUS

22.1 Reservation. This Lease grants Lessee only those rights expressly granted herein and Lessor retains and reserves all other rights in the Premises.

22.2 Binding Effect. Each provision of this Lease shall extend to, be binding on and inure to the benefit of not only Lessee but each of its respective heirs, administrators, executors, successors and assigns. When reference is made in this Lease to either "Lessor" or "Lessee", the reference shall be deemed to include, wherever applicable, the heirs, administrators, executors, successors and assigns of the parties. This Lease shall be binding upon all subsequent owners of the Premises, and of any interest or estate therein or lien or encumbrance thereon.

22.3 No Partnership. The relationship of the parties is that of Lessor and Lessee, and it is expressly understood and agreed that Lessor does not in any way or for any purpose become a partner of Lessee or a joint venturer with Lessee in the conduct of Lessee's business or otherwise, and that the provisions of any agreement between Lessor and Lessee relating to rent are made solely for the purpose of providing a method by which rental payments are to be measured and ascertained.

22.4 Quitclaim Upon Termination. After the expiration or termination of this Lease, Lessee shall execute, acknowledge and deliver to Lessor within thirty (30) days after written demand from Lessor to Lessee, any document requested by Lessor quitclaiming any right, title or interest in the Leasehold to Lessor or other document required by any reputable title company to remove the cloud of this Lease from the Premises.

22.5 Title. The titles to the Articles of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of the Lease.

22.6 Fraud or Misrepresentation . If during the term of this Lease it appears that there has been fraud or collusion on the part of Lessee to obtain or hold this Lease at a rent less than its value, or through Lessee's fraud or collusion a former Lessee of the Premises has been allowed to escape payment of the rent due for former Lessee's use of the Premises, Lessor may cancel this Lease and the Parcel shall immediately revert to Lessor. If during the term of this Lease it appears that Lessee has misrepresented, by implication, willful concealment or otherwise, (i) the value of the Improvements placed on the Parcel by a former Lessee or any other person; or (ii) Lessee not being the owner of the Improvements placed on the Parcel by a former Lessee or any other person at the commencement of the Lease term, Lessor may cancel this Lease and the Parcel shall immediately revert to Lessor.

22.7 Notices. Any notice to be given or other document to be delivered to Lessee or Lessor hereunder shall be in writing and delivered to Lessee or Lessor by depositing same in the United States Mail, with prepaid postage thereon fully prepaid and addressed as follows:

TO Lessor: Arizona State Land Department
1616 West Adams Street - First Floor
Phoenix, Arizona 85007

TO Lessee: Address of Record

Lessee must notify Lessor by written notice of any change in address within thirty (30) days. Lessor may, by written notice to Lessee, designate a different address.

22.8 Lessor's Title. If it is determined that Lessor has failed to receive title to any of the Parcel, the Lease is null and void insofar as it relates to that portion of the Parcel to which Lessor has failed to receive title. Lessor shall not be liable to Lessee or any assignee or sublessee for any damages that result from Lessor's failure to receive title.

22.9 Lessor's Lien. Lessee grants to Lessor a lien superior to all others in Lessee's interest in Improvements and valuable materials located on the Parcel. Lessor has the right to recover any rent arrearage and outstanding liabilities of Lessee from Lessee's interest in the Improvements or valuable materials.

22.10 No Promise to Sell. Lessee acknowledges that it has not been induced to enter into this Lease by any promise from Lessor or any of its agents, servants or employees that the Parcel will be offered for sale at any time.

22.11 Cancellation. Pursuant to A.R.S. § 38-511 this Lease may be canceled within three years after its execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

22.12 Applicable Law. This Lease is subject to all current and subsequently enacted rules, regulations and laws applicable to State lands and to the rights and obligations of Lessors and Lessees. No provision of this Lease shall create any vested right in Lessee except as otherwise specifically provided in this Lease.

22.13 Amendment. This Lease may be amended only in writing and upon agreement by all parties.

22.14 Attorneys' Fees. In any action arising out of this Lease, the prevailing party is entitled to recover reasonable attorneys' fees and costs in addition to the amount of any judgment, costs and other expenses as determined by the court. In the case of Lessor, reasonable attorney's fees shall be calculated at the reasonable market value for such

services when rendered by private counsel, notwithstanding that it is represented by the Arizona Attorney General's Office or other salaried counsel.

22.15 Execution. This document is submitted for examination and shall have no binding effect on the parties unless and until executed by Lessor (after execution by Lessee), and a fully executed copy is delivered to Lessee. Upon the execution hereof, at the request of Lessee, the parties also shall execute, so that Lessee may cause it to be recorded, a short form of this Lease.

22.16 Arbitration. In the event of a dispute between the parties to this Lease, it is agreed to use arbitration to resolve the dispute but only to the extent required by A.R.S. § 12-1518; and in no event shall arbitration be employed to resolve a dispute which is otherwise subject to administrative review by the Department.

22.17 Survey. At the request of Lessor, Lessee shall submit a current survey prepared by an Arizona registered land surveyor of the Parcel. The survey shall be prepared to Lessors satisfaction and the cost of the survey shall be borne by Lessee.

22.18 Mutual Cancellation. This Lease may be terminated as to all or part of the parcel prior to the expiration date upon written agreement signed by both Lessor and Lessee. The agreement shall specify the terms and conditions of such a cancellation.

22.19 Non-Availability of Funds. Every obligation of the State under this Lease is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Lease, this Lease may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or any damages as a result of termination under this paragraph.

22.20 Non-discrimination. The parties agree to be bound by applicable State and Federal rules governing Equal Employment Opportunity, Non-discrimination and Disabilities, including Executive Order No. 2009-09.

APPENDIX A

STATE OF ARIZONA LAND DEPARTMENT
1616 W. ADAMS
PHOENIX, AZ 85007

RUN DATE: 2 February 2016
RUN TIME: 8:23 AM
PAGE: 1

KE-LEASE# 003-105209-00-003 APPTYPE: RENEWAL
AMENDMENT#: 0

LAND#	LEGAL DESCRIPTION	AUS	ACREAGE
22.0-S-29.0-E-03-02-031-1013	M&B IN LOT 3	0.00	0.050
	TOTALS	0.00	0.050

IN WITNESS HEREOF, the parties hereto have signed this Lease effective the day and year set forth below.

STATE OF ARIZONA, LESSOR
Arizona State Land Commissioner

COCHISE COUNTY
LESSEE

By: _____
Date

(SEAL)

Authorized Signature Date

Printed Name Title

Address

City State Zip

Regular Board of Supervisors Meeting

Meeting Date: 02/23/2016

Lease Agreement - Arizona State Forester

Submitted By: Terry Rutan, Procurement

Department: Procurement

Presentation: No A/V Presentation **Recommendation:** Approve

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 3

NAME of PRESENTER: Terry Hudson **TITLE of PRESENTER:** Procurement

Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the Lease Agreement with the Arizona State Forester for space in the Terminal located at the Bisbee/Douglas International Airport.

Background:

On June 1, 2005 the Board of Supervisors approved the lease of office space located in the Terminal Building at the Bisbee/Douglas International Airport to the Arizona State Forest Service for a period of 10 years. The original lease has expired and the State Forest Service wishes to lease a larger space in the same building. The Forest Service wishes to lease the space known as the old cafeteria. This is a space of approximately 1224 square feet and will be leased for an amount of \$6,000.00 per year. The space has been empty for several years. This lease is for a period of five years with the option to renew for four additional five year periods.

Department's Next Steps (if approved):

Approve the lease agreement. Collect rent.

Impact of NOT Approving/Alternatives:

The space at BDI will remain empty and the county will lose \$6,000.00 in annual payments.

To BOS Staff: Document Disposition/Follow-Up:

Documents to be signed.

Budget Information

Information about available funds

Budgeted: ☐ **Funds Available:** ☐ **Amount Available:**
Unbudgeted: ☐ **Funds NOT Available:** ☐ **Amendment:** ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Impact & Funding Sources (if known):

The county will receive \$6,000.00 annually with price adjustments every two years based upon the Consumer Price Index.

Attachments

Lease Agreement

Lease Agreement - LJO signed

AGREEMENT
between
Cochise County
and
State of Arizona (by and through) the Arizona State Forester

This Agreement (Agreement) is entered into this ____ day of _____, 2016, between the State of Arizona, the Arizona State Forester, hereinafter referred to as "State Forester" or "Lessee," and Cochise County, hereinafter referred to as the "County" or "Lessor."

WHEREAS the State Forester may enter into agreements to lease land pursuant to A.R.S. § 37-622(A), and

WHEREAS the State Forester has need of a property in the Bisbee/Douglas area for the purposes of a crew coordinator office and training facility, and

WHEREAS the County has space at its Bisbee-Douglas International Airport that could be used by the State Forester for the above stated purposes, and

WHEREAS this Agreement will authorize the State Forester's occupancy of the Subject Property described below for the continuous and sole use for the above stated purposes.

NOW THEREFORE, in consideration of the mutual promises and covenants as more particularly set forth below, by accepting this Agreement, the parties hereby agree to abide by the following terms and conditions:

1. **Location of Subject Property.** The Subject Property to be included in this Agreement is situated on County property at Bisbee-Douglas International Airport, in Cochise County, Arizona, in Building #1, consisting of approximately 1,224 square feet of open space (formerly known as Café X) described in Exhibit "A" attached hereto (the "Parcel"). In addition, the State Forester has shared access to restroom facilities, breakroom facilities and parking spaces.
2. **Term of Agreement.** The term of this Agreement will be for a period of five (5) years, commencing on February 1, 2016 and terminating on January 31, 2021. This Lease shall be automatically renewed for four (4) additional five year terms, on the same terms and conditions, unless either of the parties notifies the other in writing of its intent not to renew the Lease at least six months prior to the Expiration Date.
3. **Rental Rate.** The annual rental payment of the leasehold premises shall be six thousand dollars (\$6,000.00) per year. The first annual rental payment shall be due and payable upon execution of this Agreement and each subsequent annual rental payment due and payable each year thereafter on the first day of February or as mutually agreed upon in writing. Following the completion of each two-year lease period the rent will be adjusted for the next two-year period based upon either a property appraisal or the percentage of change in the Consumer Price Index during the expiring two-year period, whichever is higher. The Consumer Price Index shall mean the average for "all times" shown on the "United States City Average for all Urban Consumers" as promulgated by the Bureau of Labor Statistics of the United States Department of Labor, using the year 1982-84 as the base period of 100.

The Consumer Price Index adjusted monthly rental during each successive two-year period following the expiration of the proceeding two-year period shall be determined by the following calculation:

$$\text{Annual Rent} + \frac{(I-B) \times \text{Annual Rent}}{B} / 12$$

Definition:

- Index - the Consumer Price Index for “all items”.
- Annual Rent - the total of twelve monthly rental payments.
- Base Month - the first month of the expiring two-year term.
- B - the Index for the Base Month
- I - the Index for the calendar month which is two years after the Base Month.

Pending the determination of the adjusted monthly rental for each two-year renewal, the LESSEE shall continue to pay the rent at the rate of the prior period. If the adjusted rent is determined to be higher than the previous lease term, the LESSEE on the first day of the month immediately following shall pay to the LESSOR the increased amount for the number of installments that shall have elapsed from the commencement of the renewal term up to and including the first day of such month.

If at the time required for the determination of the adjusted rent the Index is no longer published or issued, the parties shall use such other index as is then generally recognized and accepted for similar determinations of purchasing power. If the parties are unable to agree on the selection of an index which would most accurately carry out the intent hereof, or if there is a dispute with respect to the computation of the adjusted rent, the parties agree to resolution as described in Section XXI of this Lease Agreement. In any event, the monthly rent for any renewal lease period shall not be less than that of the previous term.

4. **Reservations.** The County excepts and reserves from this Agreement all oils, gases, coals, ores, limestone, minerals, fossils and fertilizers of every name and description that may be found in or upon the Subject Property or any part thereof. The County further reserves the right to enter into any other land use agreements or leases, such as but not limited to utility rights-of-way, which would not be incompatible with the uses and occupancy as allowed in this Agreement.
5. **Access Reservation.** The County further reserves for any purpose the nonexclusive right to unrestricted ingress and egress to and from the Subject Property and for the use of portions of the property not designated for exclusive State Forester use.
6. **Improvements to Subject Property.**
 - a. **Lessee accepts premises AS-IS.** The State Forester shall receive prior written approval of the County before any proposed addition, improvement, or

construction work on the Subject Property. The State Forester shall obtain proper zoning and/or building permits from all governmental agencies having jurisdiction over the Subject Property prior to the commencement of construction and at no cost to the County unless other arrangements have been mutually agreed upon. All construction shall be in conformance with applicable building codes and/or ordinances.

- b. All facilities and/or improvements constructed upon the Subject Property shall be at the expense of the State Forester.
 - c. Ownership and title of structures, facilities and improvements placed upon the leasehold premises by the State Forester during the term of this lease, shall be vested in the County, and the County shall not be liable or responsible for payment of the cost or value of such structures, facilities and improvements. At the expiration or termination of this Agreement, the State Forester shall have the right, as directed by the County, to remove from the leasehold premises all items of personal property not permanently affixed to the real property.
 - d. No hazardous or regulated substances shall be stored, used or disposed of on the Subject Property. Remediation of releases of such hazardous or regulated substances as a result of actions by the Lessee or persons with whom the State Forester has a contractual relationship shall be the sole responsibility of the State Forester.
7. **Termination Clause.** In the event that the State Forester fails to comply fully with the obligations under this Agreement, the County shall notify the State Forester in writing that it is in default under the Agreement and describe the nature of any deficiencies. If, within sixty (60) days of receiving a notice of default, the State Forester fails to remedy such deficiencies, the County in its sole discretion may terminate this Agreement, and any and all of the County's obligations hereunder shall become terminated without prejudice to the right of the County to recover from the State Forester all damages and/or sums payable accrued up to and including the date of termination. A waiver by the County of any default on behalf of the State Forester or any extension of time granted to the State Forester to cure any default shall not constitute a waiver of the requirement that time is of the essence of this Agreement.
8. **Utilities.** All utilities including but not limited to electric, gas, water, sewer, and trash collection shall be in the name of and paid by the County. The State Forester will be responsible for internet and telephone service.
9. **Repairs of Subject Property.** The State Forester agrees, at its own expense, to keep and maintain the leased property and all improvements placed thereon, or used by the State Forester in good condition and repair, normal wear and tear excepted.
10. **Mechanics Liens.** The State Forester agrees to keep the Subject Property and structures and improvements thereon free and clear from any and all liens arising from work performed, materials furnished or obligations incurred by the State Forester. Upon completion of any approved construction activity, copies of signed lien waivers shall be supplied to the County by the State Forester.

11. **Inspections by the County.** Upon reasonable notice and without breaching the security of the State Forester, or unreasonably interfering with the State Forester's occupancy of, or access to the premises, the County shall have the right to enter the premises: (a) to inspect the Subject Property; (b) to supply any service provided to the State Forester hereunder; (c) to show the premises to prospective purchasers, lenders, investors or Sublessees of the premises; (d) to post notices of non-responsibility; (e) to alter, improve or repair the premises and any portion of the building; and (f) to erect scaffolding and other necessary structures where required by the work to be performed. The County shall give the State Forester not less than three days' notice of such entry.
12. **Termination for conflict of interest.** This Agreement may be terminated pursuant to A.R.S. § 38-511 for conflict of interest.
13. **Termination for non-availability of funds.** Every obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds for the continuance of this Agreement are not allocated or are not available, this Agreement shall terminate automatically on the date of expiration of funding. In the event of such termination, the Parties shall incur no further obligation or liability under this Agreement other than for payment of services rendered prior to the expiration of funding.
14. **Amendments.** This Agreement may be modified only by a written amendment signed by both parties.
15. **Arbitration.** To the extent required pursuant to A.R.S. § 12-1518, the Parties agree to use arbitration to resolve any dispute arising under this Agreement, with each Party to bear its own attorneys' fees and costs.
16. **Return of Subject Property to the County.** Upon vacating the Property, the State Forester shall leave the premises in good condition, allowing for ordinary and normal usage during occupancy, and to reimburse the County for any damage done to the Property caused by the State Forester's occupation, other than due to normal use. Nothing herein shall be deemed a waiver of any rights of the County to demand and obtain possession of the Property in accordance with the terms and conditions of this Agreement in the event of a violation of this Agreement.
17. **County's Interest in Subject Property.** If the County's interest or right to possession to the Property is terminated prior to the expiration of this lease, this Agreement is automatically terminated along with any and all of the County's liabilities or obligations hereunder, provided, however, that a voluntary sale or disposition of the leasehold premises by the County shall be subject to this Agreement and the provisions contained herein.
18. **State Nondiscrimination Orders.** In the event that it applies, the parties agree to comply with the Governor's Executive Order No. 2009-09, amending 75-5, entitled "Prohibition of Discrimination in State Contracts - NonDiscrimination in Employment by Government Contractors and Subcontractors". Said non-discrimination orders, by reference, are made a part of this Agreement.

19. **Invalidity of a Term.** The Parties agree that in the event any term of this Agreement should be held to be invalid by a court of competent jurisdiction, the invalidity of any such term shall in no way affect any other term of this Agreement.
20. **Addresses of the County and State Forester.** Any notices to or demand upon either party hereto by the other party pursuant to this Agreement shall be in writing and shall be delivered in person to the other party or forwarded by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

a. If intended for County, to:

Ruben Miranda
Administrator, Internal Services
Cochise County Facilities Department
1415 Melody Lane
Bisbee, Arizona 85603
(520) 432-9380

b. If intended for State Forester, to:

State Forester
Arizona State Forestry
1110 West Washington St., Suite 100
Phoenix, Arizona 85007

or to such other address as either party may from time to time furnish in writing to the other party by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt.

21. **County's Right to Enforce.** Either party's failure to require strict performance of any term or condition of this Agreement shall not constitute a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to reject to it.
22. **Indemnification.** Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

[signatures on next page]

IN WITNESS WHEREOF, each person signing this Agreement warrants that he/she has the capacity, full power, and authority to execute this Agreement and consummate the transaction(s) contemplated hereby on behalf of the parties herein.

LESSOR:

LESSEE:

Cochise County

By: _____
Chairman, Board of Supervisors

By: _____
Arizona State Land Department

Date: _____

Date: _____

ATTEST:

By: _____
Clerk of the Board

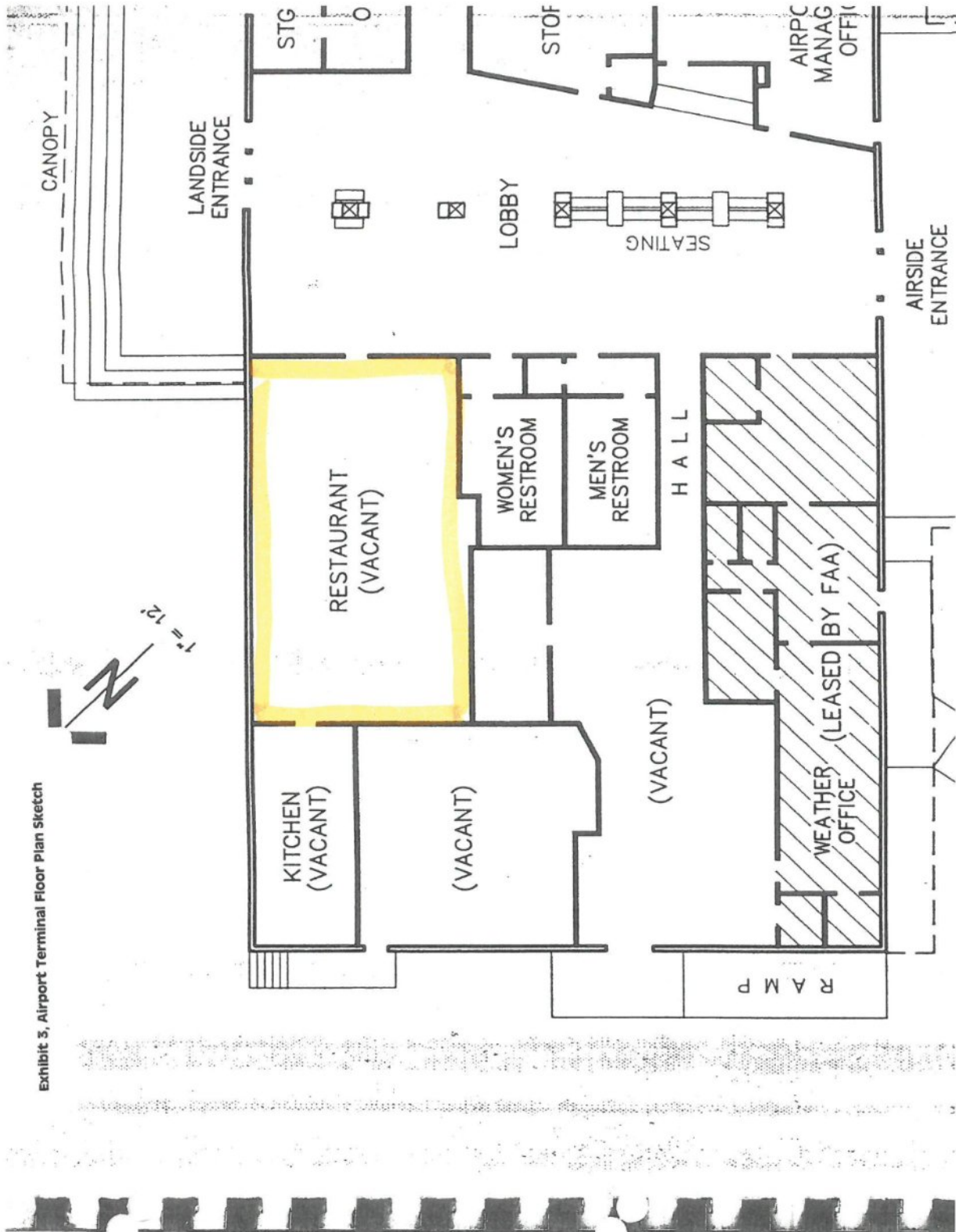
Date: _____

APPROVED AS TO FORM:

By: _____
Cochise County's Attorneys Office

Date: _____

Exhibit A



AGREEMENT
between
Cochise County
and
State of Arizona (by and through) the Arizona State Forester

This Agreement (Agreement) is entered into this ____ day of _____, 2016, between the State of Arizona, the Arizona State Forester, hereinafter referred to as "State Forester" or "Lessee," and Cochise County, hereinafter referred to as the "County" or "Lessor."

WHEREAS the State Forester may enter into agreements to lease land pursuant to A.R.S. § 37-622(A), and

WHEREAS the State Forester has need of a property in the Bisbee/Douglas area for the purposes of a crew coordinator office and training facility, and

WHEREAS the County has space at its Bisbee-Douglas International Airport that could be used by the State Forester for the above stated purposes, and

WHEREAS this Agreement will authorize the State Forester's occupancy of the Subject Property described below for the continuous and sole use for the above stated purposes.

NOW THEREFORE, in consideration of the mutual promises and covenants as more particularly set forth below, by accepting this Agreement, the parties hereby agree to abide by the following terms and conditions:

1. **Location of Subject Property.** The Subject Property to be included in this Agreement is situated on County property at Bisbee-Douglas International Airport, in Cochise County, Arizona, in Building #1, consisting of approximately 1,224 square feet of open space (formerly known as Café X) described in Exhibit "A" attached hereto (the "Parcel"). In addition, the State Forester has shared access to restroom facilities, breakroom facilities and parking spaces.
2. **Term of Agreement.** The term of this Agreement will be for a period of five (5) years, commencing on February 1, 2016 and terminating on January 31, 2021. This Lease shall be automatically renewed for four (4) additional five year terms, on the same terms and conditions, unless either of the parties notifies the other in writing of its intent not to renew the Lease at least six months prior to the Expiration Date.
3. **Rental Rate.** The annual rental payment of the leasehold premises shall be six thousand dollars (\$6,000.00) per year. The first annual rental payment shall be due and payable upon execution of this Agreement and each subsequent annual rental payment due and payable each year thereafter on the first day of February or as mutually agreed upon in writing. Following the completion of each two-year lease period the rent will be adjusted for the next two-year period based upon either a property appraisal or the percentage of change in the Consumer Price Index during the expiring two-year period, whichever is higher. The Consumer Price Index shall mean the average for "all times" shown on the "United States City Average for all Urban Consumers" as promulgated by the Bureau of Labor Statistics of the United States Department of Labor, using the year 1982-84 as the base period of 100.

The Consumer Price Index adjusted monthly rental during each successive two-year period following the expiration of the proceeding two-year period shall be determined by the following calculation:

$$\text{Annual Rent} + \frac{(\text{I}-\text{B}) \times \text{Annual Rent}}{\text{B}} / 12$$

Definition:

- Index - the Consumer Price Index for “all items”.
- Annual Rent - the total of twelve monthly rental payments.
- Base Month - the first month of the expiring two-year term.
- B - the Index for the Base Month
- I - the Index for the calendar month which is two years after the Base Month.

Pending the determination of the adjusted monthly rental for each two-year renewal, the LESSEE shall continue to pay the rent at the rate of the prior period. If the adjusted rent is determined to be higher than the previous lease term, the LESSEE on the first day of the month immediately following shall pay to the LESSOR the increased amount for the number of installments that shall have elapsed from the commencement of the renewal term up to and including the first day of such month.

If at the time required for the determination of the adjusted rent the Index is no longer published or issued, the parties shall use such other index as is then generally recognized and accepted for similar determinations of purchasing power. If the parties are unable to agree on the selection of an index which would most accurately carry out the intent hereof, or if there is a dispute with respect to the computation of the adjusted rent, the parties agree to resolution as described in Section XXI of this Lease Agreement. In any event, the monthly rent for any renewal lease period shall not be less than that of the previous term.

4. **Reservations.** The County excepts and reserves from this Agreement all oils, gases, coals, ores, limestone, minerals, fossils and fertilizers of every name and description that may be found in or upon the Subject Property or any part thereof. The County further reserves the right to enter into any other land use agreements or leases, such as but not limited to utility rights-of-way, which would not be incompatible with the uses and occupancy as allowed in this Agreement.
5. **Access Reservation.** The County further reserves for any purpose the nonexclusive right to unrestricted ingress and egress to and from the Subject Property and for the use of portions of the property not designated for exclusive State Forester use.
6. **Improvements to Subject Property.**
 - a. **Lessee accepts premises AS-IS.** The State Forester shall receive prior written approval of the County before any proposed addition, improvement, or

construction work on the Subject Property. The State Forester shall obtain proper zoning and/or building permits from all governmental agencies having jurisdiction over the Subject Property prior to the commencement of construction and at no cost to the County unless other arrangements have been mutually agreed upon. All construction shall be in conformance with applicable building codes and/or ordinances.

- b. All facilities and/or improvements constructed upon the Subject Property shall be at the expense of the State Forester.
 - c. Ownership and title of structures, facilities and improvements placed upon the leasehold premises by the State Forester during the term of this lease, shall be vested in the County, and the County shall not be liable or responsible for payment of the cost or value of such structures, facilities and improvements. At the expiration or termination of this Agreement, the State Forester shall have the right, as directed by the County, to remove from the leasehold premises all items of personal property not permanently affixed to the real property.
 - d. No hazardous or regulated substances shall be stored, used or disposed of on the Subject Property. Remediation of releases of such hazardous or regulated substances as a result of actions by the Lessee or persons with whom the State Forester has a contractual relationship shall be the sole responsibility of the State Forester.
7. **Termination Clause.** In the event that the State Forester fails to comply fully with the obligations under this Agreement, the County shall notify the State Forester in writing that it is in default under the Agreement and describe the nature of any deficiencies. If, within sixty (60) days of receiving a notice of default, the State Forester fails to remedy such deficiencies, the County in its sole discretion may terminate this Agreement, and any and all of the County's obligations hereunder shall become terminated without prejudice to the right of the County to recover from the State Forester all damages and/or sums payable accrued up to and including the date of termination. A waiver by the County of any default on behalf of the State Forester or any extension of time granted to the State Forester to cure any default shall not constitute a waiver of the requirement that time is of the essence of this Agreement.
8. **Utilities.** All utilities including but not limited to electric, gas, water, sewer, and trash collection shall be in the name of and paid by the County. The State Forester will be responsible for internet and telephone service.
9. **Repairs of Subject Property.** The State Forester agrees, at its own expense, to keep and maintain the leased property and all improvements placed thereon, or used by the State Forester in good condition and repair, normal wear and tear excepted.
10. **Mechanics Liens.** The State Forester agrees to keep the Subject Property and structures and improvements thereon free and clear from any and all liens arising from work performed, materials furnished or obligations incurred by the State Forester. Upon completion of any approved construction activity, copies of signed lien waivers shall be supplied to the County by the State Forester.

11. **Inspections by the County.** Upon reasonable notice and without breaching the security of the State Forester, or unreasonably interfering with the State Forester's occupancy of, or access to the premises, the County shall have the right to enter the premises: (a) to inspect the Subject Property; (b) to supply any service provided to the State Forester hereunder; (c) to show the premises to prospective purchasers, lenders, investors or Sublessees of the premises; (d) to post notices of non-responsibility; (e) to alter, improve or repair the premises and any portion of the building; and (f) to erect scaffolding and other necessary structures where required by the work to be performed. The County shall give the State Forester not less than three days' notice of such entry.
12. **Termination for conflict of interest.** This Agreement may be terminated pursuant to A.R.S. § 38-511 for conflict of interest.
13. **Termination for non-availability of funds.** Every obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds for the continuance of this Agreement are not allocated or are not available, this Agreement shall terminate automatically on the date of expiration of funding. In the event of such termination, the Parties shall incur no further obligation or liability under this Agreement other than for payment of services rendered prior to the expiration of funding.
14. **Amendments.** This Agreement may be modified only by a written amendment signed by both parties.
15. **Arbitration.** To the extent required pursuant to A.R.S. § 12-1518, the Parties agree to use arbitration to resolve any dispute arising under this Agreement, with each Party to bear its own attorneys' fees and costs.
16. **Return of Subject Property to the County.** Upon vacating the Property, the State Forester shall leave the premises in good condition, allowing for ordinary and normal usage during occupancy, and to reimburse the County for any damage done to the Property caused by the State Forester's occupation, other than due to normal use. Nothing herein shall be deemed a waiver of any rights of the County to demand and obtain possession of the Property in accordance with the terms and conditions of this Agreement in the event of a violation of this Agreement.
17. **County's Interest in Subject Property.** If the County's interest or right to possession to the Property is terminated prior to the expiration of this lease, this Agreement is automatically terminated along with any and all of the County's liabilities or obligations hereunder, provided, however, that a voluntary sale or disposition of the leasehold premises by the County shall be subject to this Agreement and the provisions contained herein.
18. **State Nondiscrimination Orders.** In the event that it applies, the parties agree to comply with the Governor's Executive Order No. 2009-09, amending 75-5, entitled "Prohibition of Discrimination in State Contracts - NonDiscrimination in Employment by Government Contractors and Subcontractors." Said non-discrimination orders, by reference, are made a part of this Agreement.

19. **Invalidity of a Term.** The Parties agree that in the event any term of this Agreement should be held to be invalid by a court of competent jurisdiction, the invalidity of any such term shall in no way affect any other term of this Agreement.
20. **Addresses of the County and State Forester.** Any notices to or demand upon either party hereto by the other party pursuant to this Agreement shall be in writing and shall be delivered in person to the other party or forwarded by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

a. If intended for County, to:

Ruben Miranda
Administrator, Internal Services
Cochise County Facilities Department
1415 Melody Lane
Bisbee, Arizona 85603
(520) 432-9380

b. If intended for State Forester, to:

State Forester
Arizona State Forestry
1110 West Washington St., Suite 100
Phoenix, Arizona 85007

or to such other address as either party may from time to time furnish in writing to the other party by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt.

21. **County's Right to Enforce.** Either party's failure to require strict performance of any term or condition of this Agreement shall not constitute a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to reject to it.
22. **Indemnification.** Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

[signatures on next page]

IN WITNESS WHEREOF, each person signing this Agreement warrants that he/she has the capacity, full power, and authority to execute this Agreement and consummate the transaction(s) contemplated hereby on behalf of the parties herein.

LESSOR:

LESSEE:

Cochise County

By: _____
Chairman, Board of Supervisors

By: _____
Arizona State Land Department

Date: _____

Date: _____

ATTEST:

By: _____
Clerk of the Board

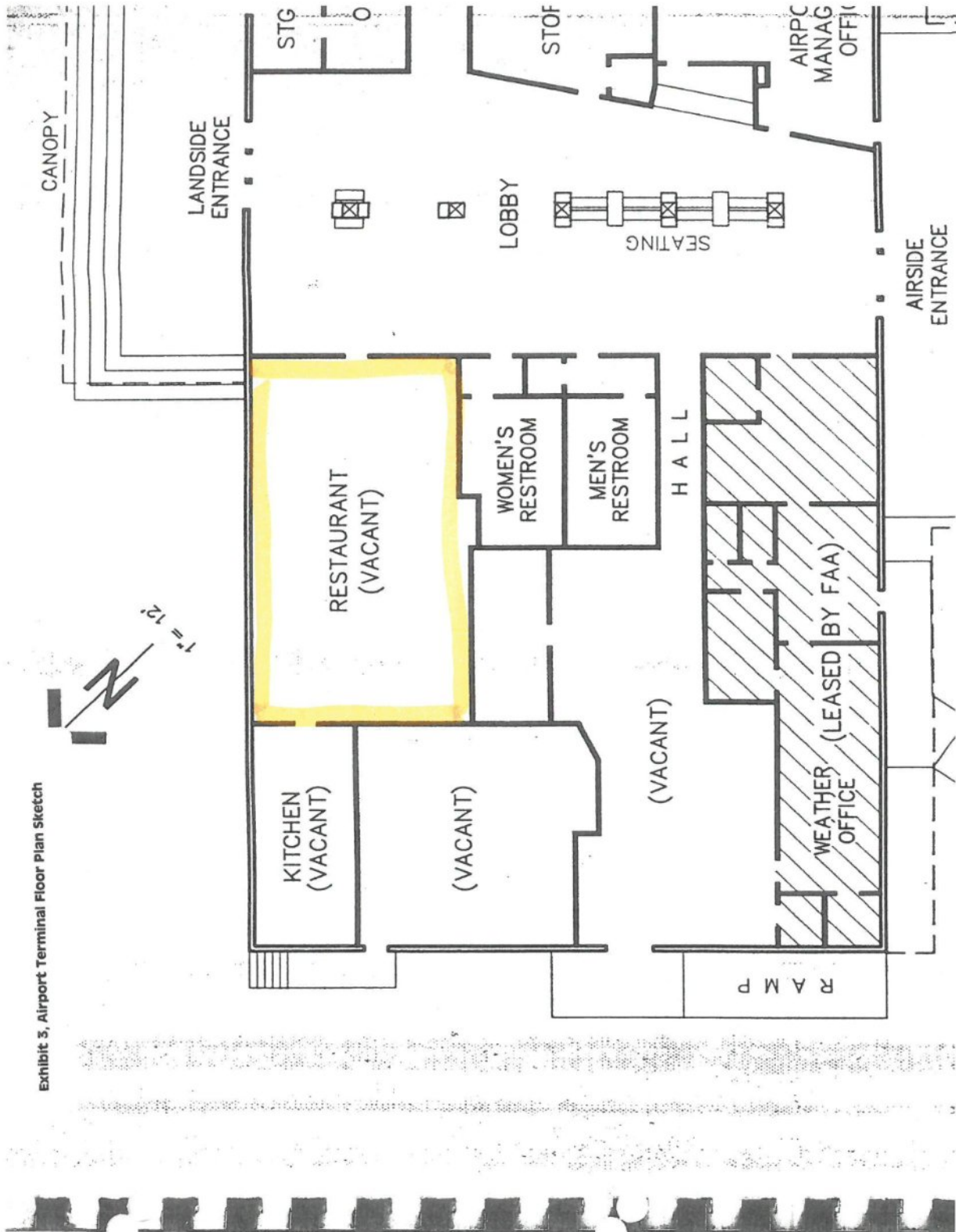
Date: _____

APPROVED AS TO FORM:

By: _____
Cochise County's Attorneys Office

Date: _____

Exhibit A



Regular Board of Supervisors Meeting

Meeting Date: 02/23/2016

Demands

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

NAME n/a

of PRESENTER:

Mandated Function?:

Recommendation:

of ORIGINALS

Submitted for Signature:

TITLE n/a

of PRESENTER:

**Source of Mandate
or Basis for Support?:**

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

Auditor-General's requirement for Board of Supervisors to approve.

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

Board of Supervisors will not be in compliance with State law.

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 02/23/2016

Special use permit with State Land

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures: BOS Signature Required

Recommendation: Approve

of ORIGINALS Submitted for Signature: 2

NAME of PRESENTER: n/a

TITLE of PRESENTER: n/a

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

Docket Number (If applicable):

Information

Agenda Item Text:

Approve Special Land Use Permit #23-118691-03 for radio tower space to accommodate County microwave communications equipment in the amount of \$2,400 annually for the period of January 28, 2016 through January 27, 2018.

Background:

For radio tower space to accommodate County microwave communications equipment

Department's Next Steps (if approved):

Send signed permit use application to State Land.

Impact of NOT Approving/Alternatives:

We will not be able to use Dragoon site for the network project.

To BOS Staff: Document Disposition/Follow-Up:

Send signed permit back to IT and request fully executed permit be returned to the Board office.

Budget Information

Information about available funds

Budgeted: ☒

Funds Available: ☐

Amount Available: \$5,000

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 15/16

One-time Fixed Costs? (\$\$\$): 0

Ongoing Costs? (\$\$\$): \$4,800

County Match Required? (\$\$\$): \$4,800

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

Attachments

Special Use Permit

STATE LAND DEPARTMENT STATE OF ARIZONA

SPECIAL LAND USE PERMIT

Permit No. 23-118691-03

Site I.D.: Dragoon

THIS SPECIAL LAND USE PERMIT ("Permit") is entered into by and between the State of Arizona, Arizona State Land Department ("Permitter"), through the State Land Commissioner ("Commissioner") and

COCHISE COUNTY

("Permittee"). In consideration of the payment of a fee and of performance by the parties of each of the provisions set forth herein, the parties agree as follows:

ARTICLE 1 SUBJECT LAND

1.1 Permitter grants to Permittee a non-exclusive permit for special use on the State Land described in Appendix A attached hereto (the "Subject Land").

1.2 Permittee makes use of the Subject Land "as is" and Permitter makes no express or implied warranties as to the physical condition of the Subject Land.

ARTICLE 2 TERM

2.1 The term of this Permit commences on January 28, 2016, ("Commencement Date") and expires on January 27, 2018, ("Expiration Date"), unless sooner canceled or terminated as provided herein or as provided by law. This Permit expires on the date indicated and carries no holdover rights.

2.2 The Permittee will not assign the Subject Land herein described in this Permit without the written consent of the State Land Commissioner, first obtained, and will, upon the expiration of the Permit surrender peaceable possession of said land.

ARTICLE 3

FEE

3.1 Permittee agrees to pay as a fee for this Permit the following amount, due and payable in advance on the Commencement Date, and each year thereafter on the anniversary of the Commencement Date:

\$2,400.00 annually (\$1,800.00 use fee + \$600.00 access fee)

3.2 If Permittee should fail to pay the fee when due, the Commissioner at his option, may cancel this Permit or declare the same forfeited.

3.3 There shall be added to the delinquent rental or other monies due, a penalty and delinquent interest. The delinquent interest rate shall be set by the State Treasurer according to law. The penalty shall be the greater of a minimum processing cost as determined by the Commissioner or five (5%) percent. The delinquent rent, penalty and interest shall be a lien on the improvements and property on the land.

3.4 The State of Arizona shall be forever wholly absolved from any liability for damages which might result to the Permittee herein on account of this Permit having been forfeited for nonpayment of fees due thereunder prior to the expiration of the full time for which it is issued.

ARTICLE 4

PERMITTED USE

4.1 This Permit grants authority only for the following specific purpose and temporary structures; any other use by the Permittee of the land described herein, or of any of the products therefrom, except as provided below, is expressly prohibited: *Placement, maintenance and operation of wireless telecommunication facility on existing telecommunications tower, and related equipment cabinets and facilities on or below ground, all within existing Lease No.03-115512, the Lessee of which, GovNET, Inc., is the owner of any existing tower, and any replacement tower, located on Subject Land. Co-location of other compatible and similar communication users permitted only with express, written authorization of Permitter.*

4.2 This Permit is subject to any leases, rights of way, and permits which may exist, and any and all present commitments in connection with those leases and permits. Permittee shall in no way interfere with the peaceful possession and use of the Subject Land by a valid surface leaseholder or permittee of the Subject Land.

4.3 Permitter reserves the right to grant rights of way and easements over, across, or upon the lands embraced in this Permit for public highways, railroads, tramways, telephone, telegraph and transmission lines, pipe lines, irrigation works, flood control, drainage works, logging and other purposes, and this Permit is issued subject to all existing rights of way.

4.4 Permittee shall not cause nor grant permission to another to cause any waste in or upon the Subject Land. Permittee, its employees and agents shall not cut, consume or remove any timber, or standing trees that may be upon the Subject Land, without the prior written consent of Permittor, except that Permittee may cut wood for fuel for domestic uses and authorized improvements on the Subject Land without such prior consent. Nothing herein shall permit the cutting of saw timber for any purpose.

ARTICLE 5

CONFORMITY TO LAW

5.1 Permittee shall not use or permit the Subject Land to be used in any manner that is not in conformity with all applicable Federal, State, County and municipal laws, rules and regulations, unless Permittor determines and advises Permittee in writing otherwise.

5.2 This Permit shall terminate if Permittee is unable to or fails to obtain or loses any governmental approval that is prerequisite to the special use for which this Permit is issued, or that is necessary to construct, maintain or operate any facilities on the site in connection with that special use.

ARTICLE 6

IMPROVEMENTS

6.1 Any and all structures placed by Permittee upon the Subject Land shall be temporary and removable, and shall be removed upon expiration, cancellation, revocation or termination of this Permit. The placement of permanent improvements upon the Subject Land by Permittee is expressly prohibited; any permanent improvements so placed upon the Subject Land by Permittee shall be removed by Permittee without damage to the Subject Land or at the option of Permittor shall be forfeited and become the property of the State. Permittee shall remain liable for the cost of removal of all improvements and for restoration of the Subject Land, as set forth more fully in Article 13.

6.2 If at any time after the execution of this Permit it is shown to the satisfaction of the State Land Commissioner that the Permittee herein has misrepresented, by implication or otherwise the value of any reimbursable improvements placed upon the land herein embraced and Permittee herein not being the owner of said improvements at the time of the execution of this Permit, this Permit shall be null and void, at the option of the State Land Commissioner, insofar as it relates to the land upon which said improvements are situated.

ARTICLE 7

CANCELLATION, TERMINATION & ABANDONMENT

7.1 If at any time after the execution of this Permit, it is shown to the satisfaction of the Commissioner, that there has been fraud or collusion upon the part of Permittee to

obtain or hold this Permit at a lesser fee than its value, or through such fraud and collusion a former permittee of the Subject Land has been allowed to escape payment of the fee due for the use of said land by the former permittee, this Permit shall be null and void, at the option of the Commissioner, insofar as it relates to the land affected by said fraud or collusion.

7.2 Permittee shall give Permitter 25 days notice in writing in advance of the abandonment of said Subject Land or termination of these presents.

7.3 In the event any land affected by this Permit is reclassified by order of the State Land Commissioner, or sold, this Permit will automatically cancel as to the land reclassified or sold upon the issuance of a new lease or at the time of auction, whichever occurs first.

7.4 If Permittee should fail to keep the covenants and conditions herein set forth, the Commissioner, at his option, may cancel said Permit.

7.5 This Special Land Use Permit shall be terminable at will with 25 days written notice.

7.6 This contract is subject to cancellation pursuant to A.R.S. § 38-511.

ARTICLE 8

INSURANCE AND INDEMNITY

8.1 **Indemnity.** Permittee shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "State of Arizona") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Permittee or any of its owners, officers, directors, agents, employees or contractors, arising out of or related to Permittee's occupancy and use of the Subject Land. It is the specific intention of the parties that the State of Arizona shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State of Arizona, be indemnified by Permittee from and against any and all Claims. It is agreed that Permittee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

8.2 **Insurance Requirements.** Permittee shall procure and maintain for the duration of the Permit insurance against claims for injury to persons or damage to property which may arise from or in connection with this Permit. The insurance requirements herein are minimum requirements for this Permit and in no way limit the

indemnity covenants contained in this Permit. The State of Arizona in no way warrants that the minimum limits contained herein is sufficient to protect the Permittee from liabilities that might arise out of this Permit. Permittee is free to purchase such additional insurance as Permittee determines necessary.

A. Minimum Scope and Limits of Insurance. Permittee shall provide coverage with limits of liability not less than those stated below:

1. Commercial General Liability-Occurrence Form. The Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate:	\$2,000,000.00
Personal Injury:	\$1,000,000.00
Each Occurrence:	\$1,000,000.00
Blanket Contractual Liability:	\$1,000,000.00
Fire Damage (Any one fire):	\$500,000.00

The policy shall be endorsed to or automatically include the following as additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the use and/or occupancy of the property subject to this Permit, as their interests may appear."

The policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions and its officers, officials, agents and employees for losses arising from the Permittee.

Each liability policy or policies shall be written on an occurrence basis. Furthermore, the minimum amount of coverage for the above shall be adjusted upward on Permittee's reasonable request to be made no more frequently than once every two (2) years so that such respective minimum amounts of coverage shall not be less than the amounts then required by statute or generally carried on similarly improved real estate in the County herein described, whichever is greater.

2. Property Insurance. Property insurance shall be required in the Replacement Value amount of the Improvements. Property insurance shall be written on an "all risk, replacement cost coverage", including coverage for flood and earth movement. The policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions and its officers, officials, agents and employees for losses arising from the Permittee.

B. Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:

1. The Permittee's insurance coverage shall be primary insurance with respect to all other available sources.

2. Permittee's liability and indemnification obligations pursuant to this Permit shall not be limited by the coverage provided by Permittee.

C. Notice of Cancellation. Unless evidence of replacement coverage equivalent to or exceeding the requirements of the Permit is verified according to subsection E below, each insurance policy required by the insurance provisions of this Permit shall not be cancelled or reduced below the requirements of this Permit in coverage or in limits except after thirty (30) days' prior written notice has been given to the State of Arizona (ten (10) days prior written notice due to non-payment). Such notice shall be sent directly to the Arizona State Land Department, 1616 W. Adams, Phoenix, Arizona 85007, and shall be sent by certified mail, return receipt requested.

D. Acceptability of Insurers. Insurance is to be placed with duly licensed or approved nonadmitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A-VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Permittee from potential insurer insolvency.

E. Verification of Coverage. Permittee shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Permit. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before the Permit Term commences. Each insurance policy required by this Permit must be in effect at or prior to the commencement of the Permit and must remain in effect for the duration of the Permit. Failure to maintain the insurance policies as required by this Permit or to provide timely evidence of renewal will be considered a material breach of the Permit.

All certificates required by this Permit shall be sent directly to The Arizona State Land Department, 1616 W. Adams, Phoenix, Arizona 85007. Permit number and location description are to be noted on the certificate of insurance. In the event a claim is presented against the state relating to this site or use of this site, or in the event a default has occurred under this Permit, the State of Arizona reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Permit at any time, thereafter, subject to such confidentiality as is permitted pursuant to applicable laws, rules and regulations.

F. Approval. Any modification or variation from the insurance requirements in this Permit shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Permit amendment, but may be made by administrative action.

G. Exceptions. In the event the Permittee or sub-Lessee(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide Certificate of Self Insurance. If the Permittee or sub-Lessee(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

H. Blanket Umbrella Policy. Anything in this Section to the contrary notwithstanding, any insurance which Permittee is required to obtain pursuant to this Section may be carried under a "blanket" or umbrella policy or policies covering other properties or liabilities of Permittee, so long as the "blanket" or umbrella policy or policies otherwise comply with the provisions of this Section and provided further that the policies provide for a reserved amount with respect to the Subject Land so as to assure that the amount of insurance required by this Section will be available notwithstanding any losses with respect to other property covered by the blanket policies.

ARTICLE 9

ENVIRONMENTAL MATTERS

9.1 For purposes of this Permit, the term "Environmental Laws" shall include but not be limited to any relevant federal, state or local environmental laws, and the regulations, rules and ordinances, relating to environmental matters, and publications promulgated pursuant to the local, state, and federal laws and any rules or regulations relating to environmental matters. For the purpose of this Permit, the term "Regulated Substances" shall include but not be limited to substances defined as "regulated substance," "solid waste," "hazardous waste," "hazardous materials," "hazardous substances," "toxic materials," "toxic substances," "inert materials," "pollutants," "toxic pollutants," "herbicides," "fungicides," "rodenticides," "insecticides," "contaminants," "pesticides," "asbestos," "environmental nuisance," "criminal littering," or "petroleum products" as defined in Environmental Laws.

9.2 Permittee shall strictly comply with all Environmental Laws, including, without limitation, water quality, air quality, and handling, transportation, storage, treatment, or disposal of any Regulated Substance on, under, or from the Subject Land. Without limiting the foregoing, compliance includes that Permittee shall: (1) comply with all reporting obligations imposed under Environmental Laws; (2) obtain and maintain all permits required by Environmental Laws, and provide a copy to the Permitter within ten business days of receipt of the permit; (3) provide copies of all documentation required by Environmental Laws to the Permitter within ten business days of Permittee's submittal and/or receipt of the documentation; (4) during the term of the Permit, provide copies of all information it receives or obtains regarding any and all environmental matters relating to the Subject Land, including but not limited to environmental audits relating to the Subject

Land regardless of the reason for which the information was obtained or whether or not the information was required by Environmental Laws; (5) prevent treatment, storage, disposal, handling or use of any Regulated Substances by Permittee and its agents, employees or contractors, within the Subject Land without prior written authorization from the Permittor. Permittee shall use commercially reasonable efforts to preclude use of Permittee's portion of the Subject Land by unauthorized persons.

9.3 Permittee at all times shall employ or designate an existing employee (the "Designated Compliance Officer") who is responsible for knowing all Environmental Laws affecting Permittee and Permittee business and monitoring Permittee's continued compliance with applicable Environmental Laws. Upon request by the Permittor, Permittee shall make the Designated Compliance Officer available to discuss Permittee's compliance, answer any questions, and provide such reports and confirming information as the Permittor may reasonably request.

9.4 At any time, the Permittor may request the Permittee to provide an environmental audit of the Subject Land performed by an Arizona registered professional engineer or an Arizona registered geologist. Permittee shall pay the entire cost of the audit.

9.5 At any time during the term of the Permit, the Permittor may require Permittee to obtain one Phase I environmental assessment of the Subject Land performed by an Arizona registered professional engineer or an Arizona registered geologist. If, based upon the Phase I environmental assessment or its own independent investigation, the Permittor identifies any possible violation of Environmental Laws or the terms of this Permit by Permittee or its agents, employees, or contractors, the Permittor may require Permittee to conduct additional environmental assessments as the Permittor deems appropriate for the purpose of ensuring that the Subject Lands are in compliance with Environmental Laws. The Phase I assessment, or any other assessment required by the Permittor, shall be obtained for the benefit of both Permittee and the Permittor. A copy of the Phase I report shall be provided both to Permittee and the Permittor. The Permittor, in its sole discretion, shall have the right to require Permittee to perform additional assessments of any damage to the Subject Land arising out of any violations of Environmental Laws by Permittee or its agents, employees or contractors. If Permittee fails to obtain any assessments required by the Permittor, Permittee shall pay the entire costs of any and all assessments required by the Permittor, notwithstanding the expiration or termination of the Permit.

9.6 Permittee shall defend, indemnify and hold the Permittor harmless from and against any and all liability, obligations, losses, damages, penalties, claims, environmental response and cleanup costs and fines, and actions, suits, costs, taxes, charges, expenses and disbursements, including legal fees and expenses of whatever kind or nature (collectively, "claims" or "damages") imposed on, incurred by, or reserved against the Permittor in any way relating to or arising out of any non-compliance with any Environmental Laws by Permittee or its agents, employees or contractors, the existence or presence of any Regulated Substance, on, under, or from the Subject Land due to the acts or omissions of

Permittee or its agents, employees or contractors, and any claims or damages in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance on, under, or from the Subject Land due to the acts or omissions of Permittee or its agents, employees, contractors or subcontractors.

9.7 This indemnity shall survive the expiration or termination of this Permit and/or transfer of all or any portion of the Subject Land and shall be governed by the laws of the State of Arizona.

9.8 In the event any action or claim is brought or asserted against the Permitter which is or may be covered by this indemnity, the Permittee shall fully participate, at Permittee's expense, in the defense of the action or claim including but not limited to the following: (1) the conduct of any required cleanup, removal or remedial actions and/or negotiations, (2) the conduct of any proceedings, hearings, and/or litigation, and (3) the negotiation and finalization of any agreement or settlement. For indemnified matters, all final decisions concerning the defense shall be reasonably approved by Permitter. The Permittee's obligations to participate in the defense under this Section shall survive the expiration or termination of the Permit.

9.9 Prior to the termination of the Permit and in addition to those obligations set forth in Article 13.2, Permittee shall restore the Subject Land by removing any and all Regulated Substances deposited by Permittee or its agents, employees or contractors. In addition, the restoration shall include, but not be limited to, removal of all waste and debris deposited by the Permittee. If the Subject Land or any portions thereof are damaged or destroyed from the existence or presence of any Regulated Substance due to the acts or omissions of Permittee or its agents, employees or contractors, or if the Subject Land or any portions thereof are damaged or destroyed in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance due to the acts or omissions of Permittee or its agents, employees or contractors, the Permittee shall arrange, at its expense, for the repair, removal, remediation, restoration, and reconstruction to the Subject Land to the original condition existing on the date that the Permittee first occupied the Subject Land, to the satisfaction of the Permitter. In any event, any damage, destruction, or restoration by Permittee shall not relieve Permittee from its obligations and liabilities under this Permit. The Permittee's restoration obligations under this Section shall survive the expiration or the termination of the Permit.

ARTICLE 10

PERMIT; SEVERABILITY

10.1 This Permit does not create a lease, easement, or other estate or right in the real property. In the event this document or any supplemental attachments contains any wording that a court of law interprets as creating a leasehold interest, that wording shall be void but shall not affect the remaining terms and conditions of the Permit.

ARTICLE 11
RESERVATIONS; RELINQUISHMENTS

11.1 Permittor excepts and reserves out of the Permit hereby made, all oils, gases, coal, ores, limestone, minerals, fossils and fertilizers of every name and description that may be found in or upon the Subject Land or any part thereof.

11.2 Permittor reserves the right to relinquish to the United States lands needed for irrigation works in connection with a government reclamation project, and to grant or dispose of rights of way and sites for canals, reservoirs, dams, power or irrigating plants or works, railroads, tramways, transmission lines, or any other purpose or use on or over the Subject Land.

ARTICLE 12
NATIVE PLANTS AND CULTURAL RESOURCES

12.1 (a) Pursuant to A.R.S. §§ 41-841 and 41-842, Permittee, Permittee's employees, and Permittee's guests shall not excavate or collect any prehistoric or historic archaeological specimens on the Subject Land without a permit from the Director of the Arizona State Museum and written approval of Permittor pursuant to the terms of this Permit. Permittee shall immediately report any unpermitted excavation or collection of archaeological specimens on the Subject Land to the Arizona State Museum and Permittor.

(b) Pursuant to A.R.S. § 41-844, Permittee shall report to the Director of the Arizona State Museum and Permittor any prehistoric or historic archaeological site, or paleontological site, that is discovered on the Subject Land by Permittee, Permittee's employees, or Permittee's guests, and shall, in consultation with the Director of the Arizona State Museum and Permittor, immediately take all reasonable steps to secure the preservation of the discovery.

12.2 (a) Permittee shall not move, use, destroy, cut or remove or permit to be moved, used, destroyed, cut or removed any timber, cactus, native plants, standing trees or products of the land except that which is necessary for the use of the Subject Land, and then only with the prior written approval of Permittor. For undeveloped land, the Permittee must submit a plant survey prior to the removal of any native plant. If the removal or destruction of plants protected under the Arizona Native Plant Law (A.R.S. § 3-901 et seq., or any successor statutes) is necessary to the use of the Subject Land, Permittee shall also obtain the prior written approval of the Arizona Department of Agriculture. In the event the Permittee removes the native plants, the Permittee must pay a vegetation fee to the Permittor and this fee is not a reimbursable improvement.

(b) Permittee is responsible for treatment of all regulated and restricted noxious weeds listed by the Arizona Department of Agriculture.

ARTICLE 13
PERMITTEE SHALL PROTECT AND RESTORE SUBJECT LAND

13.1 In the event of known trespass on the Subject Land resulting in damage thereto, Permittee shall notify Permitter and appropriate law enforcement authorities.

13.2 Upon abandonment, cancellation, revocation or termination of this Permit, Subject Land shall be restored to its original condition, to the satisfaction of the Permitter. Such restoration shall include, but shall not be limited to, removal of any and all material, equipment, facilities, temporary structures, or debris, deposited by Permittee on Subject Land. If Permittee fails to remove all such material, equipment, facilities, temporary structures, or debris within a reasonable period, as determined by the Permitter, they shall be forfeited and become the property of the State, but Permittee shall remain liable for the cost of removal of all materials and for restoration of the site.

ARTICLE 14
MISCELLANEOUS

14.1 It is understood by Permittee that the establishment of any water right, or rights, shall be by and for the State of Arizona, and no claim thereto shall be made by said Permittee; such rights shall attach to and become appurtenant to the Subject Land.

14.2 This Permit is granted subject to all the provisions and requirements thereto, and to the present laws relating to State Lands, and all amendments, revisions or repeals of all existing laws, the same as though they were fully set forth herein. No provisions of this Permit shall create any vested right in Permittee.

14.3 In the event of a dispute between the parties to this Permit, it is agreed to use arbitration to resolve the dispute but only to the extent required by A.R.S. § 12-1518; and in no event shall arbitration be employed to resolve a dispute which is otherwise subject to administrative review by the Department.

14.4 In any action arising out of this Permit, the prevailing party is entitled to recover reasonable attorneys' fees in addition to the amount of any judgment, costs and other expenses as determined by the court. In the case of Permitter, reasonable attorneys' fees shall be calculated at the reasonable market value for such services when rendered by private counsel, notwithstanding that it is represented by the Arizona Attorney General's Office or other salaried counsel.

14.5 This document is submitted for examination and shall have no binding effect on the parties unless and until executed by Permitter (after execution by Permittee), and a fully executed copy is delivered to the Permittee.

14.6 Permittee shall adhere to all rules, regulations, ordinances, and building codes as promulgated by local jurisdictions and any applicable agencies.

14.7 All of the covenants, conditions and agreements, attached to this Permit, shall be, become and are a part of the Permit, the same as though set forth in full over the signatures of the contracting parties hereto.

14.8 Every obligation of the State under this Permit is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Permit, this Permit may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or any damages as a result of termination under this paragraph.

14.9 The parties agree to be bound by applicable State and Federal rules governing Equal Employment Opportunity, Non-discrimination and Disabilities, including Executive Order No. 2009-09.

APPENDIX A

STATE OF ARIZONA LAND DEPARTMENT
1616 W. ADAMS
PHOENIX, AZ 85007

RUN DATE: 10 February 2016
RUN TIME: 10:46 AM
PAGE: 1

KE-LEASE# 023-118691-03-000 APPTYPE: NEW
AMENDMENT#: 0

LAND#	LEGAL DESCRIPTION	AUS	ACREAGE
16.0-S-22.0-E-27-02-031-8010	M&B THRU E2SE (ACCESS 18-115940)	0.00	0.100
16.0-S-22.0-E-27-02-046-8036	ANTENNA IN NWSWNW (SITE 0.10AC) M&B THRU N2 (ACCESS 0.10AC 18-115940)	0.00	0.200
16.0-S-22.0-E-34-02-031-8010	M&B THRU NENE (ACCESS 18-115940)	0.00	0.100
16.0-S-22.0-E-35-02-031-8003	M&B THRU NW (ACCESS 18-115940)	0.00	0.100
	TOTALS	0.00	0.500

IN WITNESS HEREOF, the parties hereto have signed this Permit effective the day and year set forth previously herein.

STATE OF ARIZONA, PERMITTOR
Arizona State Land Commissioner

By: _____
Date

(SEAL)

COCHISE COUNTY
PERMITTEE

Authorized Signature Date

Title

Address

City State Zip

Regular Board of Supervisors Meeting

Meeting Date: 02/23/2016

New Liquor License Sandor Vineyards Series 13 Farm Winery

Submitted By: Kim Lemons, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V **Recommendation:** Approve
Presentation

Document Signatures: BOS **# of ORIGINALS**
Signature **Submitted for Signature:**
NOT
Required

NAME Arlethe Rios **TITLE** Clerk of the Board
of PRESENTER: **of PRESENTER:**

Mandated Function?: Not **Source of Mandate**
Mandated **or Basis for Support?:**

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a new liquor license application for a series #13 Farm Winery liquor license submitted by Mr. John Kovacs for Sandor Vineyards, located at 9921 Braaton Ranch Road, Pearce, AZ 85625.

Background:

Mr. John Kovacs has applied for a series #13 Farm Winery liquor license for Sandor Vineyards, located at 9921 Braaton Ranch Road, Pearce, AZ 85625. The Sheriff's Office has no recommendation and the Treasurer's Office advised that the property taxes for the parcel in question are current. The Planning and Zoning Department has recommended approval of the application. There have been no formal protests to this liquor license.

The Environmental Health Division has no concerns with the issuance of the liquor license. The establishment will require licensure with Cochise County Environmental Health and they will notify the applicant with requirements to obtain the proper permits before operating the business.

Mr. Kovacs has paid the \$100.00 processing fee. Supporting documentation regarding this liquor license is attached.

Department's Next Steps (if approved):

Board staff will forward the Board's decision to the Arizona Department of Liquor License and Control.

Impact of NOT Approving/Alternatives:

A hearing on this application will be scheduled with the State Liquor Board.

To BOS Staff: Document Disposition/Follow-Up:

Send packet to ADLLC and copy of letter w/out attachments to applicant.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

[Application](#)

[Review Forms](#)



COCHISE COUNTY COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

January 19, 2016

Re: Correct Rural Address: KOVACS JOHN E & KAREN

To Whom It May Concern:

This is official notification that the correct address for the Cochise County Parcel

401-84-005F

CORRECT ADDRESS:

13154 S HIGHWAY 181

PEARCE AZ 85625

OLD INCORRECT ADDRESS ON:

9921 E BRAATON RANCH RD

PEARCE AZ 85625

PLEASE POST THE CORRECT ADDRESS WHERE YOUR DRIVEWAY CONNECTS
WITH S HIGHWAY 181.

Please call us at 520-432-9262 and give us your current physical telephone number for this
property so that we can add it to our 911 MSAG system database.

PLEASE NOTIFY YOUR POST OFFICE AND ALL OF YOUR UTILITY
SUPPLIERS, YOUR TELEPHONE COMPANY CUSTOMER SERVICE
DEPARTMENT OF YOUR CORRECTED SERVICE LOCATION ADDRESS.

If further information is needed, call Rural Addressing at (520) 432-9260.

Sincerely,

Lola Pregler, 911 Rural Addressing MSAG Coordinator
Cochise County Community Development Department
Email: lpregler@cochise.az.gov

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

401-84-005F

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- ☐ MORE THAN ONE LICENSE
☐ INTERIM PERMIT *Complete Section 5*
☒ NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16*
☐ PERSON TRANSFER (Bars & Liquor Stores ONLY)
Complete Sections 2, 3, 4, 11, 13, 15, 16
☐ LOCATION TRANSFER (Bars and Liquor Stores ONLY)
Complete Sections 2, 3, 4, 12, 13, 15, 16
☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE
Complete Sections 2, 3, 4, 9, 13, 16 (fee not required)
☐ GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16*

SECTION 2 Type of ownership:

- ☐ J.T.W.R.O.S. *Complete Section 6*
☐ INDIVIDUAL *Complete Section 6*
☐ PARTNERSHIP *Complete Section 6*
☐ CORPORATION *Complete Section 7*
☒ LIMITED LIABILITY CO. *Complete Section 7*
☐ CLUB *Complete Section 8*
☐ GOVERNMENT *Complete Section 10*
☐ TRUST *Complete Section 6*
☐ OTHER (Explain) _____

SECTION 3 Type of license and fees LICENSE #(s):

1. Type of License(s): Series 13 Farm Winery

2. Total fees attached:

Department Use Only

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: ☒ Mr. Kovacs John Erwin
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: Sandor Vineyards, LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: Sandor Vineyards
(Exactly as it appears on the exterior of premises)
4. Principal Street Location 9921 Braaton Ranch Road Pearce Cochise 85625
(Do not use PO Box Number) City County Zip
5. Business Phone: (520) 742-6422 Daytime Phone: (949) 307-4645 Email: john@sandorvineyards.com
6. Is the business located within the incorporated limits of the above city or town? ☒ YES ☐ NO
7. Mailing Address: PO Box 37168, Tucson, AZ 85740
City State Zip
8. Price paid for license only bar, beer and wine, or liquor store: Type \$ Type \$

DEPARTMENT USE ONLY

Fees: 100.00 Application Interim Permit Site Inspection 66.00 Finger Prints \$ 166.00
TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? ☒ YES ☐ NO

Accepted by: JB Date: 01-12-16 Lic. # 13023045

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. _____
4. Is the license currently in use? ☐ YES ☐ NO If no, how long has it been out of use? _____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,
(Print full name)
MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

State of _____ County of _____

X _____
(Signature)

The foregoing instrument was acknowledged before me this

_____ day of _____
Day Month Year

My commission expires on: _____

(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						

) Y R A S S E C E N F I T

2. Is any person, other than the above, going to share in the profits/losses of the business? ☐ YES ☐ NO
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

☐ CORPORATION Complete questions 1, 2, 3, 5, 6, 7, and 8.

☒ L.L.C. Complete 1, 2, 4, 5, 6, 7, and 8.

1. Name of Corporation/L.L.C.: Sándor Vineyards, LLC.
(Exactly as it appears on Articles of Incorporation or Articles of Organization)

2. Date Incorporated/Organized: 1/31/2008 State where Incorporated/Organized: Arizona

3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____

4. AZ L.L.C. File No.: L14257923 Date authorized to do business in AZ: 4/3/2008

5. Is Corp./L.L.C. Non-profit? ☐ YES ☒ NO

6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City	State	Zip
Kovacs, John, Erwin			Manager	980 E. Camino Corrida, Oro Valley, AZ 85704			
Kovacs, Karen, Ann			Manager	980 E. Camino Corrida, Oro Valley, AZ 85704			

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City	State	Zip
KOVACS, JOHN, ERWIN			50%	980 E. CAMINO CORRIDA, ORO VALLEY, AZ 85704			
KOVACS, KAREN, ANN			50%	980 E. CAMINO CORRIDA, ORO VALLEY, AZ 85704			

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

2. Is club non-profit? ☐ YES ☐ NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:

1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle
2. Assignee's Name: _____
Last First Middle
3. License Type: _____ License Number: _____ Date of Last Renewal: _____
4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.
-

SECTION 10 Government: (for cities, towns, or counties only)

1. Governmental Entity: _____
2. Person/designee: _____
Last First Middle Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)
3. Current Business Name: _____
(Exactly as it appears on license)
4. Physical Street Location of Business: Street _____
City, State, Zip _____
5. License Type: _____ License Number: _____
6. If more than one license to be transfered: License Type: _____ License Number: _____
7. Current Mailing Address: _____
(Other than business) Street _____
City, State, Zip _____
8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☐ YES ☐ NO
9. Does the applicant intend to operate the business while this application is pending? ☐ YES ☐ NO If yes, complete Section 5 of this application, attach fee, and current license to this application.
10. I, _____, hereby authorize the department to process this application to transfer the
(print full name)
privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.
- I, _____, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER
(print full name)
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

(Signature of CURRENT LICENSEE)

State of _____ County of _____
The foregoing instrument was acknowledged before me this

Day Month Year

My commission expires on: _____

(Signature of NOTARY PUBLIC)

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

1. Current Business: Name _____
(Exactly as it appears on license) Address _____
2. New Business: Name _____
(Physical Street Location) Address _____
3. License Type: _____ License Number: _____
4. If more than one license to be transferred: License Type: _____ License Number: _____
5. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02) c) Government license (§ 4-205.03)
b) Hotel/motel license (§ 4-205.01) d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: 33,580 ft. Name of school Pearce Elementary School
Address 1487 E. School Road, Pearce, AZ 85625
City, State, Zip _____
2. Distance to nearest church: 52,747 ft. Name of church Saint Jude Thadeus Parish
Address 970 N. Highway 191, Cochise, AZ 85606
City, State, Zip _____
3. I am the: ☐ Lessee ☐ Sublessee ☒ Owner ☐ Purchaser (of premises)
4. If the premises is leased give lessors: Name N/A
Address N/A
City, State, Zip _____
- 4a. Monthly rental/lease rate \$ N/A What is the remaining length of the lease ___ yrs. ___ mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ N/A or other _____
(give details - attach additional sheet if necessary)
5. What is the total business indebtedness for this license/location excluding the lease? \$ \$164,100
Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip
Western Bank			\$140,000	200 W Rex Allen Drive, Wilcox, AZ 85643			
Agricredit			\$22,000	8001 Birchwood Court, P.O. Box 2000, Johnston, IA 50131			
Jim's Supply			\$2,100	3530 Buck Owens Blvd, Bakersfield, CA 93308			

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? To sell wine produced from the land of Sandor Vineyards

SECTION 13 - continued

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
☐ YES ☒ NO If yes, attach explanation.
8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? ☐ YES ☒ NO
9. Is the premises currently licensed with a liquor license? ☐ YES ☒ NO If yes, give license number and licensee's name:

License # _____ (exactly as it appears on license) Name _____

SECTION 14 Restaurant or hotel/motel license applicants:

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? ☐ YES ☒ NO
If yes, give the name of licensee, Agent or a company name:

_____ and license #: _____

Last First Middle

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this ☐ hotel/motel ☐ restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

applicant's signature

As stated in A.R.S. § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "information" tab.

applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check ALL boxes that apply to your business:

☒ Entrances/Exits ☒ Liquor storage areas Patio: ☒ Contiguous
☐ Service windows ☐ Drive-in windows ☐ Non Contiguous

2. Is your licensed premises currently closed due to construction, renovation, or redesign? ☐ YES ☒ NO
If yes, what is your estimated opening date? _____

month/day/year

3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

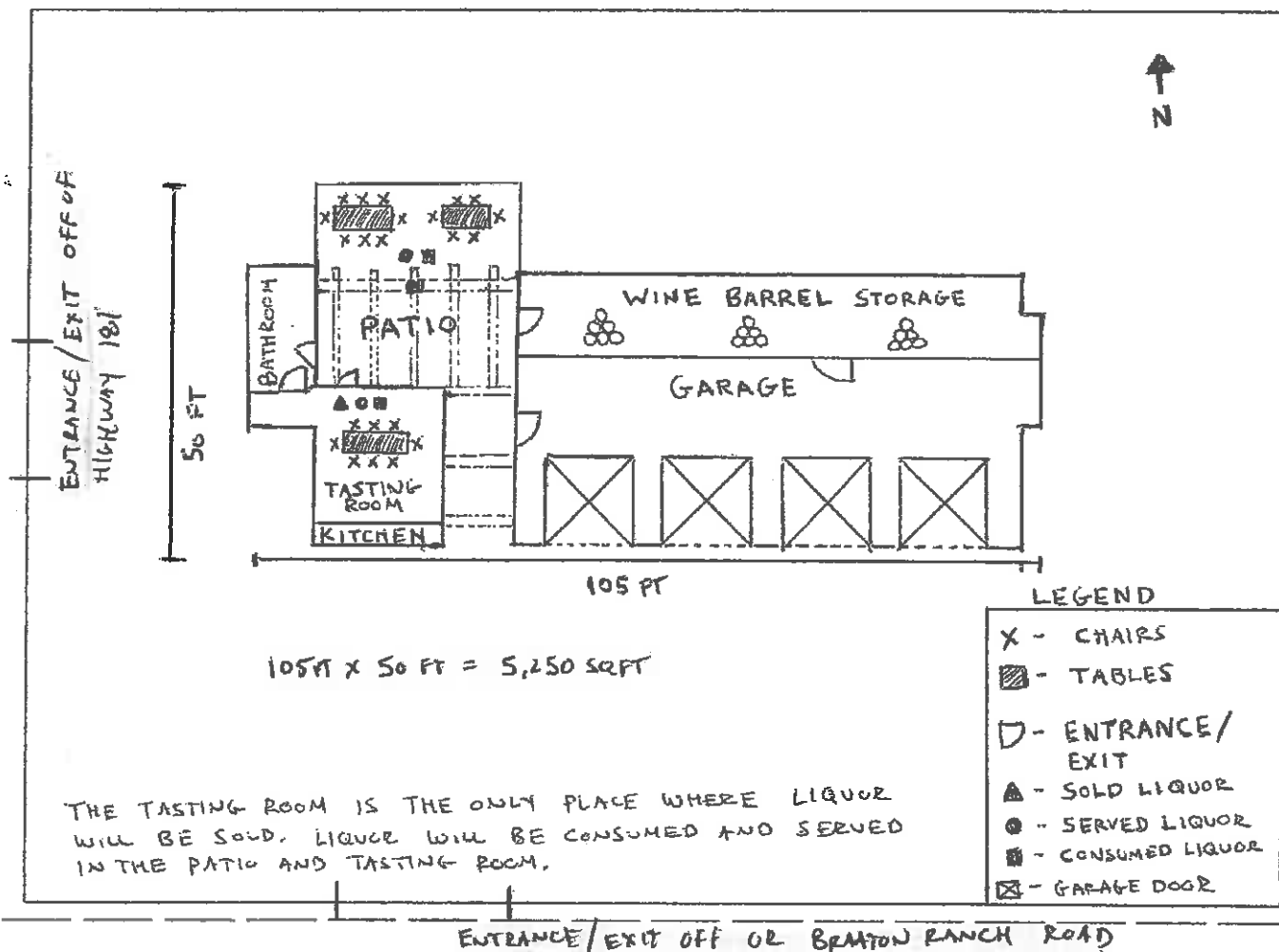


applicants initials

SECTION 15 Diagram of Premises

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



SECTION 16 Signature Block

I, JOHN ERWIN KOVACS, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

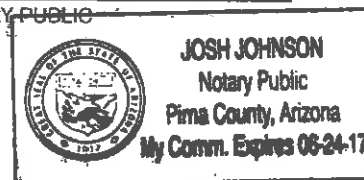
X [Signature]
(signature of applicant listed in Section 4, Question 1)

State of ARIZONA County of PIMA

The foregoing instrument was acknowledged before me this
21st of OCTOBER, 2015
Day Month Year

My commission expires on: 24 / 6 / 2017
Day Month Year

[Signature]
signature of NOTARY PUBLIC



COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: John Erwin Kovacs Address: 13154 S Highway 181
Business Name: Sandor Vineyards City/Zip: Pearce, AZ 85625
Liquor License #: 13023045 Parcel #: 401-84-005F
Ownership Type: Inc. Liquor License X Special Event Liquor License ☐
Partner(s): na

TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

1. There have been a significant number of incidents at the named location within five (5) years prior to the application.

If so, please attach pertinent documentation.

Comments: There have not been a significant number of incidents at the named location within five years.

Based on the above information, the Sheriff's Office
recommendation to the Board of Supervisors is:

Approval

☐

Disapproval

☐

No Recommendation

☒

Name: Mark P. Genz

Title: Commander

Signature: s/Mark P. Genz

Date: 1/21/16

Contact phone: 432-9506

Email: mgenz@cochise.az.gov

Return completed form with any attachments by: 1/28/2016

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

For internal use only:

☐ Restaurant/Hotel-Motel

☐ Club/Government

☐ Transfer of Premises

APPLICANT INFORMATION

Applicant Name: John Erwin Kovacs Address: 13154 S Highway 181
Business Name: Sandor Vineyards City/Zip: Pearce, AZ 85625
Liquor License #: 13023045 Parcel #: 401-84-005F
Ownership Type: Inc. Liquor License X Special Event Liquor License ☐
Partner(s): na

TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

Please advise if, at the time the application was filed:

1. The premises for which the license is being applied for is within 300 horizontal feet of a church; or
2. The premises for which the license is being applied for is within 300 horizontal feet of a public or private school, or a fenced recreation area adjacent to a school building.

If so, please attach pertinent documentation and drawings or maps.

Comments: Proposed area not within 300 horizontal feet of a church, public or private school, or fenced recreation area adjacent to a school building.

Based on the above information, the Planning and Zoning Department's recommendation to the Board of Supervisors is:

Approval



Disapproval



OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning? Y ☒ N ☐

Use permitted by P&Z? Y ☐ N ☒

Date Permit Issued: N/A

If use not permitted, is it LNC? Y ☐ N ☒

Zoning: RU-4

Permit#: N/A

Use Permitted: Ag Processing Serv, On-Site

Year LNC Established: N/A

☐ The Planning Department will notify the applicant that if any construction is proposed, a Non-Residential Permit must first be submitted and approved by this Department, or if there is a lapse of 12 months of non-operation of the business, a Non-Residential Permit will be required to re-establish the use from this Department.

☐ The Planning Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.

☐ The Planning Department is currently working with the property owner on several zoning-related issues with the subject property.

☐ The Planning Department is currently working with the property owner on obtaining the proper permits to operate the business.

☒ The applicant states more than 70% of the crop input for the facility is grown on site.

Name: Dora V Flores

Title: Zoning Administrator

Signature: Dora V Flores

Date: January 22, 2016

Contact phone: 520.803.3960

Email: dflores@cochise.az.gov

Return completed form with any attachments by:

1/28/2016

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: John Erwin Kovacs Address: 13154 S Highway 181
Business Name: Sandor Vineyards City/Zip: Pearce, AZ 85625
Liquor License #: 13023045 Parcel #: 401-84-005F
Ownership Type: Inc. Liquor License X Special Event Liquor License ☐
Partner(s): na

TO BE COMPLETED BY THE ENVIRONMENTAL HEALTH DEPARTMENT


We would like to request your assistance in reviewing the attached application.

Please provide any pertinent information for the Board's consideration:

Cochise County Environmental health has no issues with the proposed application. The facility will require permitting and inspection with CCEH.

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

- ☒ The Health Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.
- ☐ The Health Department is currently working with the property owner on health-related issues with the subject property.

Name: Carl Hooper Title: Environmental Health Specialist
Signature:  Date: 1/22/2016
Contact phone: 520 432 9442 Email: chooper@cochise.az.gov

Return completed form with any attachments by: 1/28/2016

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: John Erwin Kovacs Address: 13154 S Highway 181
Business Name: Sandor Vineyards City/Zip: Pearce, AZ 85625
Liquor License #: 13023045 Parcel #: 401-84-005F
Ownership Type: Inc. Liquor License X Special Event Liquor License ☐
Partner(s): na

TO BE COMPLETED BY THE TREASURER'S OFFICE

Please advise if the property taxes for the parcel in question are current.

xxx ☒ Yes ☐ No

If not, please attach pertinent documentation.

Comments

THE TAXES ARE CURRENT AT THIS TIME THE SECOND HALF IS DUE IN MARCH 2016 AND DELINQUENT AFTER MAY 2ND 2016.

Name: KATHLEEN WILSON Title: TAX SPECIALIST 1
Signature: KATHLEEN WILSON Date: 1/25/2016
Contact phone: 520-432-8404 Email: KWILSON@COCHISE.AZ.GOV

Return completed form with any attachments by: 1/28/2016

Regular Board of Supervisors Meeting

Meeting Date: 02/23/2016

New Liquor License Laramita Cellars Series 13 Farm Winery

Submitted By: Kim Lemons, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V **Recommendation:** Approve
Presentation

Document Signatures: BOS **# of ORIGINALS**
Signature **Submitted for Signature:**
NOT
Required

NAME Arlethe Rios **TITLE** Clerk of the Board
of PRESENTER: **of PRESENTER:**

Mandated Function?: Not **Source of Mandate**
Mandated **or Basis for Support?:**

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a new liquor license application for a series #13 Farm Winery liquor license submitted by Mr. Greg Gonnerman, for Laramita Cellars, located at 6223 E. Cattle Drive, Willcox, AZ 85643.

Background:

Mr. Greg Gonnerman, has applied for a series #13 Farm Winery liquor license for Laramita Cellars, located at 6223 E. Cattle Drive, Willcox, AZ 85643. The Sheriff's Office has no recommendation and the Treasurer's Office advised that the property taxes for the parcel in question are current. The Planning and Zoning Department has recommended approval of the application. There have been no formal protests to this liquor license.

The Environmental Health Division has no concerns with the issuance of the liquor license. The establishment will require licensure with Cochise County Environmental Health and they will notify the applicant with requirements to obtain the proper permits before operating the business.

Mr. Gonnerman has paid the \$100.00 processing fee. Supporting documentation regarding this liquor license is attached.

Department's Next Steps (if approved):

Board staff will forward the Board's decision to the Arizona Department of Liquor License and Control.

Impact of NOT Approving/Alternatives:

A hearing on this application will be scheduled with the State Liquor Board.

To BOS Staff: Document Disposition/Follow-Up:

Send packet to ADLLC and copy of letter w/out attachments to applicant.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

[Application](#)

[Review Forms](#)

[Affidavit of Posting](#)



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007
www.azliquor.gov
(602) 542-5141

16 JAN 16 Lic. Lic. #11119

Application for Liquor License
Type or Print with **Black Ink**

SECTION 1 This application is for a:

- ☐ Interim Permit (Complete Section 5)
☒ New License (Complete Sections 2, 3, 4, 13, 14, 15, 16)
☐ Person Transfer (Complete Section 2, 3, 4, 12, 13, 14, 16)
☐ Location Transfer (Bars and Liquor Stores Only)
(Complete Section 2, 3, 4, 11, 13, 14, 16)
☐ Probate/ Will Assignment/ Divorce Decree
(Complete Sections 2, 3, 4, 9, 13, 14, 16)
(Fee not required)
☐ Government (Complete Sections 2, 3, 4, 10, 13, 16)
☐ Seasonal

SECTION 2 Type of Ownership:

- ☐ J.T.W.R.O.S. (Complete Section 6)
☐ Individual (Complete Section 6)
☐ Partnership (Complete Section 6)
☐ Corporation (Complete Section 7)
☒ Limited Liability Co (Complete Section 7)
☐ Club (Complete Section 8)
☐ Government (Complete Section 10)
☐ Trust (Complete Section 6)
☐ Tribe (Complete Section 6)
☐ Other (Explain) _____

SECTION 3 Type of license

LICENSE # 13023044

1. Type of License: Series 13 Farm Winery Permit

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE

A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

SECTION 4 Applicants

1. Individual Owner/Agent's Name: Gonnerman Greg Michael
Last First Middle

2. Owner Name: Laramita Cellars LLC B1055912
(Ownership name for type of ownership checked on section 2)

3. Business Name: Laramita Cellars B1055913
(Exactly as it appears on the exterior of premises)

4. Business Location Address: 6223 E. Cattle Dr., Willcox, AZ 85643 Cochise
(Do not use PO Box) Street City State Zip Code County

5. Mailing Address: 7264 E. Madero Ave., Mesa, AZ 85209
(All correspondence will be mailed to this address) Street City State Zip Code

6. Business Phone: 480-560-2605 Daytime Contact Phone: 480-560-2605

7. Email Address: greg@goldminemtn.com

8. Is the Business located within the incorporated limits of the above city or town? ☐ Yes ☒ No

9. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? ☐ Yes ☒ No

If Yes, what City, Town or Tribal Reservation is this Business located in: _____

10. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only) \$ _____

Fees: <u>100.00</u>		Department Use Only <u>22.00</u>		\$ <u>122.00</u>	
Application	Interim Permit	Site Inspection	Finger Prints	Total of All Fees	
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
Accepted by: <u>SG</u>		Date: <u>1-6-16</u>		License # <u>13023044</u>	

SECTION 5 Interim Permit

- If you intend to operate business when your application is pending you will need an interim permit pursuant to ARS § 4-203.01
- There **MUST** be a valid license of the same type you are applying for currently issued to the location or for the replacement of a Hotel/Motel license with a Restaurant license pursuant to A.R.S. § 4-203.01.

1. Enter license number currently at the location: _____

2. Is the license currently in use? ☐ Yes ☐ No If no, how long has it been out of use? _____

Attach a copy of the license currently issued at this location to this application.

I, _____ declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING
(Print Full Name) PERSON on the stated license and location.

X _____
(Signature)

State _____ County of _____
The foregoing instrument was acknowledged before me this

_____ day of _____
Day Month Year

My Commission Expires on: _____
Date (Signature of Notary Public)

SECTION 6 Individual, Partnership, J.T.W.R.O.S, Trust, Tribe Ownerships

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE, AN "APPLICANT" TYPE FINGERPRINT CARD AND \$22 PROCESSING FEE FOR EACH CARD.

Individual

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code

Is any person other than above, going to share in profit/losses of the business? ☐ Yes ☐ No

If Yes, give name, current address, and telephone number of person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City	State	Zip Code	Phone #

Partnership

Name of Partnership: _____

General-Limited	Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
<input type="checkbox"/>	<input type="checkbox"/>							
<input type="checkbox"/>	<input type="checkbox"/>							
<input type="checkbox"/>	<input type="checkbox"/>							
<input type="checkbox"/>	<input type="checkbox"/>							

J.T.W.R.O.S (Joint Tenant with Rights of Survivorship)

Name of J.T.W.R.O.S: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

SECTION 6 - continued**TRUST**

Name of Trust: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

TRIBE

Name of Tribal Ownership: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

SECTION 7 Corporations/ Limited Liability Co

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE AN "APPLICANT" TYPE FINGERPRINT CARD AND \$22 PROCESSING FEE FOR EACH CARD.

☐ **Corporation** Complete Questions 1, 2, 3, 4, 5, 6, and 7☒ **L.L.C.** Complete Questions 1, 2, 3, 4, 5, 6, and 71. Name of Corporation/ L.L.C.: Laramita Cellars LLC2. Date Incorporated/Organized: 10/06/2015 9/11/2015 gmg State where Incorporated/Organized: Arizona3. AZ Corporation or AZ L.L.C File No: L20328287 Date authorized to do Business in AZ: 10/06/20154. Is Corp/L.L.C. Non Profit? ☐ Yes ☒ No

5. List Directors, Officers, Members in Corporation/L.L.C:

Last	First	Middle	Title	Mailing Address	City	State	Zip Code
Gonnerman, Greg Michael			<u>gmg</u> Owner/Member	7264 E. Madero Ave.,	Mesa, AZ	85209-4955	

(Attach additional sheet if necessary)

6. List all Stockholders / percentage owners who own 10% or more:

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
Gonnerman, Greg Michael			100%	7264 E. Madero Ave.,	Mesa, AZ	85209-4955	

(Attach additional sheet if necessary)

7. If the corporation/ L.L.C are owned by another entity, attach an Organizational **FLOWCHART** showing the structure of the ownership. Attach additional sheets as needed in order to disclose the Officers, Directors, Members, Managers, Partners, Stockholders and percentage owners of those entities.

SECTION 8 Club Applicants

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE, AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____

2. Is Club non-profit? ☐ Yes ☐ No

3. List all controlling members (minimum of four (4) requested)

Last	First	Middle	Mailing Address	City	State	Zip Code

(Attach additional sheet if necessary)

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Liquor License

1. Current Licensee's Name: _____
(Exactly as it appear on the license) Last First Middle

2. Assignee's Name: _____
Last First Middle

3. License Type: _____ License Number: _____

ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE.

SECTION 10 Government (for cities, towns, or counties only)

1. Government Entity: _____

2. Person/Designee: _____
First Last Middle Day time Contact Phone #

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISE FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Location to Location Transfer: Series 6 Bar, Series 7 Beer & Wine Series 9 Liquor Stores only)

1. Current Business: Name: _____

Address: _____
(Exactly as it appears on license)

2. New Business: Name: _____

Address: _____

3. License Type: _____ License Number: _____

SECTION 12 Person to Person Transfer

Questions to be completed by Current Licensee (Bar and Liquor Stores Only- Series, 06, 07, and 09)

1. Individual Owner / Agent Name: _____ Entity: _____
Last First Middle (Individual, Agent, Etc)

2. Ownership Name: _____
(Exactly as it appears on license)

3. Business Name: _____
(Exactly as it appears on license)

4. Business Location Address: _____
Street City State Zip

5. License Type: _____ License Number: _____

6. Current Mailing Address: _____
Street City State Zip

7. Have all creditors, lien holders, interest holders, etc. been notified? ☐ Yes ☐ No

8. Does the applicant intend to operate the business while this application is pending? ☐ Yes ☐ No

If yes, complete Section 5 (**Interim Permit**) of this application; attach fee, and current license to this application.

9. I, (Print Full Name) _____ hereby authorize the department to process this Application to transfer the privilege of the license to the applicant provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, (Print Full Name) Greg Michael Smith, declare that I am the **CURRENT OWNER, MEMBER, PARTNER STOCKHOLDER or LICENSEE** of the stated license. I have read the above Section 12 and confirm that all statements are true, correct, and complete.

X _____
(Signature of CURRENT Individual Owner/Agent)

NOTARY

State of _____ County of _____
State County

The foregoing instrument was acknowledged before me this _____ day of _____, _____
Day Month Year

My commission expires on _____
Day/ Month/Year Signature of NOTARY PUBLIC

SECTION 13 Proximity to Church or School

Questions to be completed by all in-state applicants **EXCLUDING** those applying for a **Series 5 Government, Series 11 Hotel/Motel, and Series 12 Restaurant licenses.**

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)

- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207(B)(5))

1. Distance to nearest School: 15.02 Miles
(If less than one (1) mile note footage)

Name of School: Joanne Todd Christian School

Address: 321 W. Maley St., Willcox, AZ 85643

2. Distance to nearest Church: 11.25 Miles
(If less than one (1) mile note footage)

Name of Church: Mountain Valley Mennonite Church

Address: 3588 E. Compadre Rd., Willcox, AZ 85643

SECTION 14 Business Financials

1. I am the: ☒ Lessee ☐ Sub-lessee ☐ Owner ☐ Purchaser ☐ Management Company

2. If the premise is leased give lessors:

Name: Chiricahua Ranch Vineyards, LLC

Address: 6223 E. Cattle Dr., Willcox, AZ 85643
Street City State Zip

3. Monthly Rent/ Lease Rate: \$ 100.00

4. What is the remaining length of the lease? _____ yrs _____ months

5. What is the penalty if the lease is not fulfilled? \$ _____ or other: None

(Give details-attach additional sheet if necessary)

6. Total money borrowed for the Business not including lease? \$ 0.00

Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

7. What type of business will this license be used for (be specific)?

Farm winery with on site tasting room.

8. Has a license or a transfer license for the premises on this application been denied by the state with in the past (1) year? ☐ Yes ☒ No If yes, attach explanation.

9. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business? ☐ Yes ☒ No

10. Is the premises currently license with a liquor license? ☐ Yes ☒ No

If yes, give license number and licensee's name:

License #: _____ Individual Owner /Agent Name: _____
(Exactly as it appears on license)

SECTION 15 Restaurant or hotel/motel license applicants

1. Is there an existing Restaurant or Hotel/Motel Liquor License at the proposed location? ☐ Yes ☒ No

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.

3. All Restaurant and Hotel/Motel applicants must complete a Restaurant Operation Plan form provided by the Department of Liquor Licenses and Control.

4. As stated in A.R.S. § 4-205.02. (H) (2), a Restaurant is an establishment which derives at least forty (40) percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from sales of food and spirituous liquor on the licensed premises. By applying for this ☐ Restaurant ☐ Hotel/Motel, I certify that I understand that I must maintain a minimum of forty (40) percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit form with this application.

(Applicant's Signature)

5. I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing; specify why the extension is necessary; and the new inspection date you are requesting.

(Applicant's Initials)

SECTION 16 Diagram of Premises

Check ALL boxes that apply to your business:

☒ Entrances/Exits

☒ Liquor storage areas

Patio: ☒ Contiguous

☐ Walk-up windows

☐ Drive-through windows

☐ Non Contiguous

1. Is your licensed premises currently closed due to construction, renovation or redesign? ☒ Yes ☐ No

If yes, what is your estimated completion date? 11/01/2016

Month/Day/Year

2. **Restaurants and Hotel/Motel** applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Place for diagram is on section 16 number 6.

3. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored on the premises unless it is a restaurant (see # 3 above).

4. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01 (B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to the boundaries, entrances, exits, added or deleted doors, windows, service windows or increase or decrease to the square footage after submitting this initial diagram.

(Applicant's Initials)

SECTION 16 Diagram of Premises – continued

6. On the diagram please show only the areas where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, hi-top tables, dining tables, dining chairs, dance floor, stage, game room, and the kitchen. DO NOT include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of the premises is attached to this application, please write the words "DIAGRAM ATTACHED" in the box provided for the diagram on the application.

DIAGRAM OF PREMISES

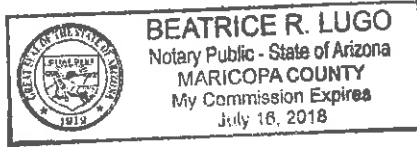
DIAGRAM ATTACHED

SECTION 17 SIGNATURE BLOCK

I, (Print Full Name) Greg Michael Gonnerman, hereby declare that I am the Owner/Agent filing this application as stated in Section 4 # 1. I have read this application and verify all statements to be true, correct and complete.

X (Signature) Greg Michael Gonnerman

State of Arizona County of Maricopa



The foregoing instrument was acknowledged before me this

6 of January, 2016

Day Month Year

Beatrice R Lugo

Signature of NOTARY PUBLIC

My commission expires on: 7-16-2018

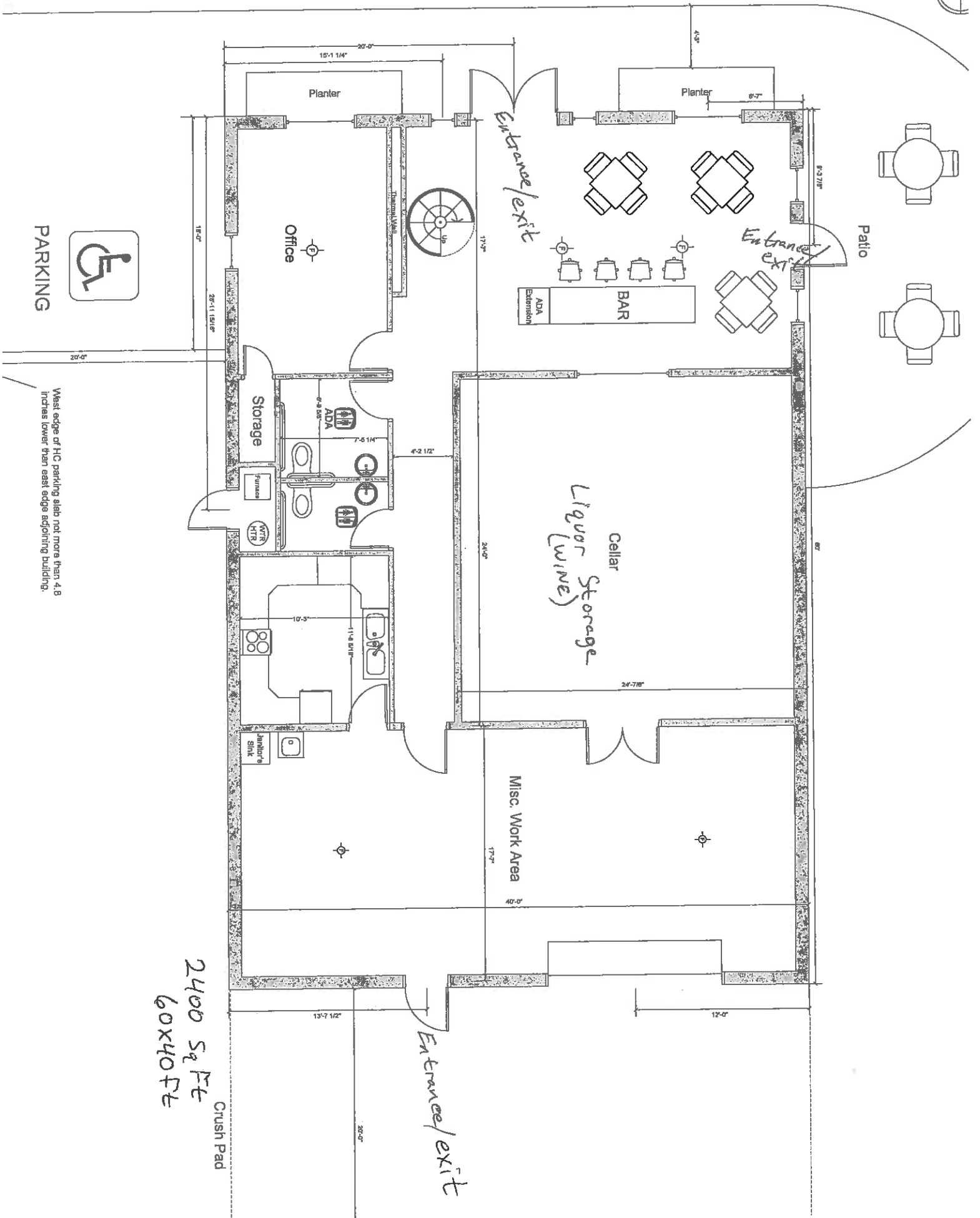
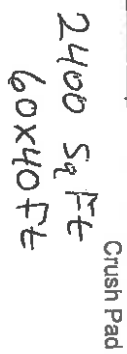
A.R.S. § 41-1030. Invalidity of rules not made according to this chapter, prohibited agency action; prohibited acts by state employees; enforcement; notice


B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

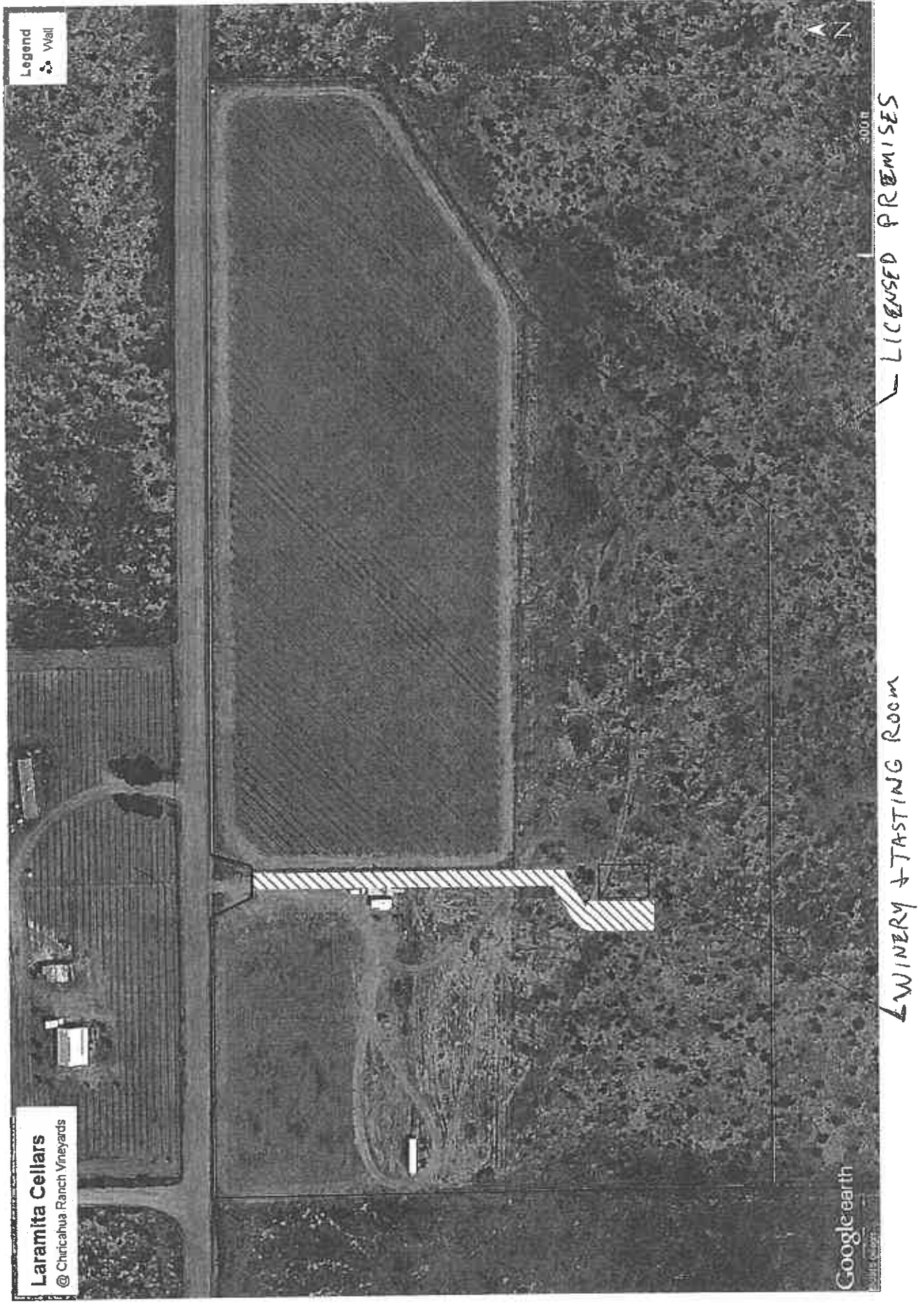
D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.



 = Drive + Parking, off limits for testing/alcohol



COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

For internal use only:

- ☐ Restaurant/Hotel-Motel
- ☐ Club/Government
- ☐ Transfer of Premises

APPLICANT INFORMATION

Applicant Name: Greg Michael Gonnerman Address: 6223 E Cattle Drive
Business Name: Laramita Cellars LLC City/Zip: Willcox, AZ 85643
Liquor License #: 13023044 Parcel #: 305-55-023
Ownership Type: Inc. Liquor License ☒ Special Event Liquor License ☐
Partner(s): na

TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

Please advise if, at the time the application was filed:

1. The premises for which the license is being applied for is within 300 horizontal feet of a church; or
2. The premises for which the license is being applied for is within 300 horizontal feet of a public or private school, or a fenced recreation area adjacent to a school building.

If so, please attach pertinent documentation and drawings or maps.

Comments: Proposed area not within 300 horizontal feet of a church, public or private school, or fenced recreation area adjacent to a school building.

Based on the above information, the Planning and Zoning
Department's recommendation to the Board of Supervisors is:

Approval



Disapproval



OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning? Y ☒ N ☐

Use permitted by P&Z? Y ☐ N ☒

Date Permit Issued: N/A

If use not permitted, is it LNC? Y ☐ N ☒

Zoning: RU-10

Permit#: N/A

Use Permitted: Ag Processing Serv, On-Site

Year LNC Established: N/A

- ☐ The Planning Department will notify the applicant that if any construction is proposed, a Non-Residential Permit must first be submitted and approved by this Department, or if there is a lapse of 12 months of non-operation of the business, a Non-Residential Permit will be required to re-establish the use from this Department.
- ☐ The Planning Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.
- ☐ The Planning Department is currently working with the property owner on several zoning-related issues with the subject property.
- ☐ The Planning Department is currently working with the property owner on obtaining the proper permits to operate the business.
- ☒ The applicant states more than 70% of the crop input for the facility is grown on site.

Name: Dora V Flores

Title: Zoning Administrator

Signature: Dora V Flores

Date: January 19, 2016

Contact phone: 520-803-3960

Email: dflores@cochise.az.gov

Return completed form with any attachments by:

1/20/2016

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Greg Michael Gonnerman Address: 6223 E Cattle Drive
Business Name: Laramita Cellars LLC City/Zip: Willcox, AZ 85643
Liquor License #: 13023044 Parcel #: 305-55-023
Ownership Type: Inc. Liquor License X Special Event Liquor License ☐
Partner(s): na

TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

1. There have been a significant number of incidents at the named location within five (5) years prior to the application.

If so, please attach pertinent documentation.

Comments: There have not been a significant number of incidents at the location in the past 5 years.

Based on the above information, the Sheriff's Office recommendation to the Board of Supervisors is:

Approval

☐

Disapproval

☐

No Recommendation

☒

Name: Mark P. Genz

Title: Commander

Signature: s/Mark P. Genz

Date: 011316

Contact phone: 432-9502

Email: mgenz@cochise.az.gov

Return completed form with any attachments by: 1/20/2016

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Greg Michael Gonnerman Address: 6223 E Cattle Drive
Business Name: Laramita Cellars LLC City/Zip: Willcox, AZ 85643
Liquor License #: 13023044 Parcel #: 305-55-023
Ownership Type: Inc. Liquor License X Special Event Liquor License ☐
Partner(s): na

TO BE COMPLETED BY THE ENVIRONMENTAL HEALTH DEPARTMENT


We would like to request your assistance in reviewing the attached application.

Please provide any pertinent information for the Board's consideration:

We have no issues or concerns with the proposed application. The establishment will require licensure from Cochise County Environmental Health and bi-annual inspection by this department.

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

- ☒ The Health Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.
☐ The Health Department is currently working with the property owner on health-related issues with the subject property.

Name: Carl Hooper Title: Environmental Health Specialist
Signature:  Date: 1/13/2016
Contact phone: 520 432 9442 Email: chooper@cochise.az.gov

Return completed form with any attachments by: 1/20/2016

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Greg Michael Gonnerman Address: 6223 E Cattle Drive
Business Name: Laramita Cellars LLC City/Zip: Willcox, AZ 85643
Liquor License #: 13023044 Parcel #: 305-55-023
Ownership Type: Inc. Liquor License X Special Event Liquor License ☐
Partner(s): na

TO BE COMPLETED BY THE TREASURER'S OFFICE

Please advise if the property taxes for the parcel in question are current.

xxxx ☐ Yes ☐ No

If not, please attach pertinent documentation.

Comments:

2015 taxes are paid in full

Name: Kathleen wilson Title: Tax specialist 1
Signature: Kathleen wilson Date: 1/13/2016
Contact phone: 520-432-8404 Email: kwilson@cochise.az.gov

Return completed form with any attachments by: 1/20/2016



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

AFFIDAVIT OF POSTING

Date of Posting: 1/15/16 Date of Posting Removal: 2/4/16
Applicant's Name: Gonnerman Greg Michael
Last First Middle
Laramita Cellars LLC
Business Address: 6223 E Cattle Drive Willcox AZ
Street City Zip
85643
License #: 13023044

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

CHRIS SAYLOR CODE ENFORCEMENT OFFICER 520 803-3769
Print Name of City/County Official Title Phone Number

Chris Saylor 2/4/2016
Signature Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.
If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: Friday, January 15, 2016

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE

Cochise County Board of Supervisors

PLACE 1415 Melody Lane, Bldg. A2, Bisbee DATE/TIME Tuesday February 23 @ 10:00am

HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: 520-432-9200

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE

STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE

RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING

OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT

THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO

REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND

NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE

STATE LIQUOR BOARD: 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542-9789

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL - LOCAL GOVERNING BODY:

STATE LIQUOR DEPT: (602) 542-9789

POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE.

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 02/23/2016

Adopt New Organizational Chart for the County

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME James E. Vlahovich

of PRESENTER:

TITLE

County Administrator

of PRESENTER:

Mandated Function?:

Source of Mandate

or Basis for Support?:

Information

Agenda Item Text:

Approve the revised and restructured Cochise County Organization Chart.

Background:

Please see attached exhibit.

With this action, the Financial Services Administrator position will become the Financial and Technological Services Administrator with oversight over Finance, IT, Procurement and the Financial Manager position (Nike). Consequently, the IT Department will come out from under the Internal Services Administrator (Ruben) leaving him with Fleet and Facilities.

Department's Next Steps (if approved):

Implement for all appointed departments.

Impact of NOT Approving/Alternatives:

The county will remain with it's current organization chart.

To BOS Staff: Document Disposition/Follow-Up:

If approved, update org. chart on county website and send out to all departments.

Budget Information

*Information about available funds*Budgeted: ☐Funds Available: ☐

Amount Available:

Unbudgeted: ☐Funds NOT Available: ☐Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Organizational Chart

Thursday, February 11, 2016

Regular Board of Supervisors Meeting

Court Administration

Meeting Date: 02/23/2016

Award of RFP and Contract For a Remote Court Reporting System

Submitted By: Regan Appelo, Court Administration

Department: Court Administration

Presentation: No A/V Presentation **Recommendation:** Approve

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 0

NAME of PRESENTER: Eric Silverberg **TITLE of PRESENTER:** Superior Court Administrator

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate **Source of Mandate or Basis for Support?:**

Information

Agenda Item Text:

Approve the award of Request for Proposal (RFP) 16-10-SUP-03 to Revotext, LLC, for a Remote Court Reporting System for the Superior Court for a one year period, with possible renewals for up to four (4) additional one (1) year terms.

Background:

RFP No. 16-10-SUP-03 was released on September, 2015 for the purpose of securing a vendor to provide Arizona Certified Court Reporters to appear in various Superior Court courtroom locations remotely through the use of internet technology. The solicitation was advertised in the Arizona Range News and posted on the Public Purchase website. E-mail notifications were also sent out to potential providers. One response was received prior to the solicitation closing date of November 17, 2015 at 4:00 p.m. An evaluation panel consisting of representatives from Cochise County Superior Court, County Health and IT Departments evaluated the submittal and determined that the submittal was reasonable. During last year's budget process, the court secured BOS approval and 31K in additional funding to move forward with a pilot of a Remote Court Reporting System. Following the good news of this approval, we inquired of Procurement staff how we should move forward. It was their strong recommendation to proceed with a formal RFP process to ensure that we are able to solicit and consider other qualified bidders willing and able to provide this service, rather than execute a sole source procurement.

We are pleased to be embarking on this exciting project to implement a new approach to create a record of proceedings. The court is required by rule and statute with the creation of a record. Statute and rule specify the means by which a record may be created and when the attendance of a certified court reporter is required. Historically, the court was able to meet these requirements primarily through the use of staff court reporters. We supplemented staff reporters through digital recording where permitted by rule and the occasional use of per diem reporters to cover extended absences. This triad of methods met our mandate in a predictable cost-effective manner. Unfortunately, for several reasons this is no longer the case. We can no longer meet our mandate to create a record. We believe that by adding a fourth method to our service delivery mix, the court will have the ability to better manage and control costs.

This reporter shortage problem began a couple years ago, as the court began to experience retirements.

Two of our six reporters retired in early 2014. We have had difficulties filling the vacancies and believe that we will continue to experience challenges. We now have 4.4 FTES out of the needed six and have been as low as 2.8 FTEs. Of the 4.4 FTES, 1.6 are already ASRS retirees. All of our per diem reporters are retired reporters from Pima County. This is a national problem which seems to be particularly acute in Arizona. Fewer reporters are opting for a career in courts, opting for close captioning and related work. As the current batch of reporters retires, it is certain that technology will need to fill the void.

The court has responded aggressively to this challenge. When permitted by statute and rule, we have relied more heavily upon digital recordings to create the record. We have brought in retired reporters primarily from Tucson as contractors (per diem) to help out. While these per diem reporters have provided the court with needed relief, it was our hope and intention that this more costly and difficult strategy would only be a stopgap until we filled the positions.

Given that we cannot fill all of our vacant positions, we must develop additional approaches to create the record. Through our research, the court became aware of another service approach that will potentially solve the court's problem-remote court reporting. Revotext is a fairly new company based in Georgia that was formed by court reporters to help courts like ours that are unable to fulfill their reporting needs through local sourcing. They provide reporters through the internet using their technology to connect directly into the courtroom.

It is important to note that we now experience a new problem- days where the court was unable to find enough reporters to cover the events where a reporter was required by rule or statute. The court in many cases was forced to reschedule cases until a reporter becomes available. Since events come and go on court schedules, we often do not know until the last minute that we will have an available reporter. The necessity of rescheduling a case, only due to the unavailability of a reporter reminds all of us of the saying "Justice Delayed is Justice Denied."

Since, this technology application is quite new, we do not feel that court wide use is warranted until we conduct a full pilot to determine if this technology fulfills our expectations that it will function flawlessly and be cost effective. If the initial pilot in two Bisbee courtrooms demonstrates that both the technology and vendor are reliable enough to be used throughout the court, we expect to equip all six Superior Court courtrooms over fiscal years 17 and 18.

This reporter shortage has been challenging to staff. Additional administrative time has been allocated to manage the hiring and scheduling of per diem court reporters. We estimate that annually we devote an additional 35K of existing staff time to manage this new responsibility. This time was well spent. When we first started addressing this reporter shortfall in 2014, we believed that we would spend up to 70K more each year beyond what was budgeted for the court to fill six court reporter positions. Through aggressive management, not only did we not exceed our budget allocation, we have actually underspent by about 20% per year. **We are frankly surprised and pleased to report that if current spending patterns hold then total savings if you include our projected over spending of 175K and our underspending of 275K, will total 450K over fiscal years 14,15 and 16.**

Introducing this technology will allow us to more fully staff court events which will reduce unwanted continuances. With time, we hope to reduce the administrative time allocated to manage the court reporting function.

Fiscal Impact & Funding Sources:

In Superior Court's FY15/16 budget request we asked for 31K in additional funds to initiate this project. At that time we believed this amount would only permit us to cover the initial install costs for one pilot courtroom. Through the RFP process, we learned that this funding will allow us to equip two courtrooms to be equipped with the technology this year. We would expect to equip the remaining four courtrooms over the next two years to help us backfill as our reporters retire.

Given our aggressive management of this function, we would expect to again underspend the budget overall for court reporting services. No additional funds are needed to implement this project

Department's Next Steps (if approved):

The next step will be to schedule the installation of the technology in the pilot courtrooms and to finalize the project implementation and monitoring schedule. It is our plan to have the project up and running within 60 days of BOS approval.

Impact of NOT Approving/Alternatives:

The impact of not approving this project will be continued difficulty finding certified reporters to cover events. This will lead to more continuances. The aging and retirements of the reporter workforce will just make this situation worse, both operationally and from a budget perspective.

To BOS Staff: Document Disposition/Follow-Up:

Copies of the contracts will be hand carried to the Clerk of the Board.

Attachments

TA-Grant-Req

Supplem_Response



**SUPERIOR COURT OF ARIZONA
COCHISE COUNTY
OFFICE OF THE COURT ADMINISTRATOR**

July 23, 2015

Mr. Jonathan Mattiello
Executive Director
State Justice Institute
11951 Freedom Drive, Suite 1020
Reston, Virginia 20190

Re: Cochise County Superior Court Law Library Self-Represented Litigant Services

Dear Mr. Mattiello:

The Cochise County, Arizona, Superior Court (Court) requests a \$50,000 Technical Assistance grant to obtain the services of the National Center for State Courts (NCSC) to help us explore options and develop a plan to evaluate and re-design the self-represented litigant services of our existing law library functions to assure that it is delivering optimal service to our Court's users.

BACKGROUND

The Cochise County Superior Court is a rural Arizona court that serves a population of approximately 130,000 people. The Court conducts its business in two primary locations: Bisbee, the county seat, and Sierra Vista. Court functions also occur at six additional remote locations and court services are provided for both Superior Court (general jurisdiction) and Justice Court (limited jurisdiction) operations. The law library is in a historic courthouse in Bisbee, which is near the Mexican border and approximately 25 miles from Sierra Vista. The library also houses the Court's Interpreter's Office and serves as a source of public information about the Court and its services. The Court does not have the expertise or the resources to re-design the library's current functions and provide the necessary mix of in-person and on-line services to maximize its benefit to the residents of the County. We also recognize that court user needs may not be accommodated by a single mode of access. Additionally, the library's 1,200 square feet was designed many years ago and the court must consider whether continued use of this facility as a center to provide court access is appropriate.

Because of its great experience in helping courts maximize the utility of their facilities and services, the NCSC will be able to provide the expertise required to develop a feasible service design that will meet the needs of our Court. Just as important, this project will enable the Court to continue to implement the strategic plan it developed in 2013 with the State Justice Institute's (SJI) generous assistance.¹ This project fits squarely within SJI's priority investment areas, and will produce practical, tangible outcomes.

NEED FOR FUNDING

The court is unable to pursue this project without the funding and technical expertise to identify best practices from across the broad court community and to assess their appropriateness for a small economically challenged county. The court has shown a remarkable ability to bring stakeholders together to implement change. This is very much a tipping point project. We court will effectively leverage the Consultants' expertise by engaging local stakeholders. Through this process, we will jointly develop and implement enduring cost-effective change.

It may well turn out that economic stress is the true mother of invention. Eventhough, Arizona Superior Court in Cochise County is a state court, it receives the bulk of its operating budget from the local county, the County of Cochise. Cochise County is a rural, agricultural county. Top employers include Border Patrol and local government. The largest employer is Fort Huachuca. Over the past several years, the post has reduced the number of soldiers and civilian contractors who work there. This has caused the economy and population to decline. So far, the economic recovery has not arrived in Cochise County.

Accordingly, the court's staffing and budgets have also been reduced. Economic challenges was a significant motivator for the court's first strategic plan which was adopted in 2013. This process correctly identified that the Law Library was an area in need of significant improvement. Not only is our current service model expensive, it does not appear that it provides services that the public actually needs.

Library funding has been a contentious issue between the Court and the County. The dedicated revenue stream provided by statute, only provides about 25% of the library's current budget. The remainder of the budget is provided by the County Library District. The library's funding stream was adequate until the economic downturn. The County has cut their library system and cut the court's library function as well. I have been informed that the court should expect future

¹ Cochise County Strategic Planning Project, SJI-12-T-170. Strategic Focus Area 1 of the plan was "Access and Services," which included upgrading and expanding technologies for increased electronic access and the conduct of business remotely; expanding court services to meet the growing expectations of self-represented litigants; enhancing physical access to the court (and court services); and providing understandable and user-friendly information and resources.

cuts. This is an ideal time to reengineer and redefine the role and services of the current Law Library.

When this project is successful, we will have a plan to move forward to provide the right mix of services/resources in a cost effective manner. This project will serve to educate the local stakeholders about what can be done. Through their participation and engagement, we can locally determine what **will be done**. This process will also help to inform our funders that a Law Library is not a luxury or non-essential function. It is a vital and essential part of how many citizens access the court. Without this function, the court will not be able to fulfill its constitutional mandate.

PROJECT DESCRIPTION

Under this project, the Court and the NCSC will:

- (1) Review and evaluate the Court's current provision of services to self-represented litigants.
- (2) Assess how Court access is structured and how law library and informational materials are provided.
- (3) Consider benchmarking and re-engineering practices in order to leverage limited funding and better serve litigant needs.

Task Plan

The project work plan will be developed with the collaboration and assistance of local Court staff, Court participants, and the NCSC. Before the grant-supported project begins, the Court will appoint a project steering committee (PSC) to guide the project and work with the NCSC's project team, staff, judges, and various stakeholders (including members of the public) as needed. The Court will also appoint a Project Liaison to be a contact person with the NCSC project team and arrange all logistics (accommodations, meetings, schedules, etc.) for the project.

Task 1: Kickoff Meeting

The NCSC project team of Janet Cornell and Gregory Langham will meet by teleconference or webinar with the PSC and the Project Liaison to initiate the project. The Court expects the meeting to include the following agenda items:

- (1) Definition of the project's specific objectives.
- (2) Identification of the Court's current public access locations and practices.
- (3) Discussion of feasible strategies to enhance court access to self-represented litigants (SRLs) in all of the current locations.

- (4) Methods for developing the support and understanding of local government leadership and Court stakeholders about the importance of implementing enhanced public access methods to Court services.
- (5) Identification of available cost-effective resources (including staffing and facility space) that are available to provide greater public access to the Court.
- (6) Potential development of a Court and/or public needs survey to assist with the development of enhanced access.
- (7) Discussion of how Court interpreters might be better used to enhance public access.

Task 2: Data Gathering and Analysis

The Court will provide the NCSC all available data concerning the public's utilization of each of its two primary locations, the additional remote locations, the six judicial divisions, and the law library; the number of litigants who are represented by lawyers and the number who represent themselves; the resources used by SLRs and the additional resources that SLRs have identified as desirable; and other items requested by the NCSC project team at or after the kickoff meeting.

Following receipt of this data, the NCSC project team will prepare a draft analysis of the key issues and its recommended plan for how to best meet the project's goals, including desired meetings and observations to be conducted under its site visit (Task 3). The NCSC will provide the Project Liaison with an electronic copy of the draft analysis to distribute to the members of the PSC. After the PSC members have a reasonable time to review the draft, the NCSC project team will convene a teleconference or webinar to discuss the draft with the PSC. After revising the draft as warranted by the discussion, the NCSC project team will send an electronic copy of the final plan to the Project Liaison for distribution to the PSC.

Task 3: Site Visit

Ms. Cornell and Mr. Langham will travel to Cochise County for three days in order to collect data, meet with Court personnel and members of the public, and observe the functions of the Court and the law library, as provided in the plan approved in Task 2. The Court expects that the approved plan will include the NCSC project team's review of existing public access methods (including local Court and State Judicial Administrative Office websites), examination of court-authorized forms, meetings with Court staff currently involved with SRLs and/or focus groups, and observations of courtrooms and other facilities and equipment available for use by those seeking access to the Court across the county.

At the end of the site visit, Ms. Cornell and Mr. Langham will meet with the PSC to present and discuss their preliminary findings.

Task 4: PSC Meeting

After returning from the site visit, the NCSC project team will continue to consult by e-mail and telephone with members of the PSC, other Court officials and stakeholders, and the Project Liaison to analyze existing access operations and discuss feasible options for implementing new methods of public outreach and service.

Following those consultations, Ms. Cornell and Mr. Langham will meet with the PSC by teleconference or webinar to discuss the feasibility of obtaining additional suggestions of local Court users or national subject matter experts, as appropriate, to help review current access methods, provide data, or otherwise assist the PSC in determining the impact of recommended future access enhancements.

Task 5: Final Report

After assessing all the information acquired during the previous tasks, the NCSC project team will send a draft report to the Project Liaison for electronic distribution to the PSC. The draft report will analyze the Court's current access methods, discuss the possible advantages of new approaches, and recommend specific practices that align with the Court's existing strategic plan. Specifically, the report will present sound recommendations to enhance Court access services, including a menu of applicable access options and modes that support the effective use of staff, space, and electronic and hardcopy media. It is envisioned that the report will be provided within an appropriate time frame to accommodate consideration of resource or funding needs in the Court's budget discussions with Cochise County budget officials.

The NCSC will afford the members of the PSC a reasonable time to review and comment on the draft report before convening a teleconference or webinar to discuss any member's concerns or suggestions. After amending the draft report as warranted by the discussion, the NCSC will disseminate a final report to the Project Liaison for distribution to the PSC and such other persons as the Court directs.

Task 6: Follow-up Meeting with the PSC

Within 90 days after the distribution of the final report, Ms. Cornell and Mr. Langham will travel to the Court and meet with the PSC and designated representatives or stakeholders to hear how implementation of the report's recommendations is proceeding and offer guidance on how to best resolve any problem areas that have arisen.

Task 7: Ongoing Consultation

Ms. Cornell and Mr. Langham will remain available for the balance of the grant period to discuss issues pertaining to the project and recommend potential solutions via telephone or e-mail.

Project Timeline

The Court anticipates the following project timeline:

Task	Months from Project Start											
	1	2	3	4	5	6	7	8	9	10	11	12
1. Kickoff Meeting	X											
2. Data Gathering and Analysis		X										
3. Site Visit			X									
4. PSC Meeting					X							
5. Final Report					X							
6. Follow-up Meeting with the PSC							X	X				
7. Ongoing Consultation									X	X	X	X

NCSC Qualifications

The NCSC is a non-profit corporation with the mission to improve the administration of justice through leadership and service to state courts and to justice systems around the world. Founded by the Conference of Chief Justices in 1971, the NCSC is the pre-eminent judicial reform organization in the United States and a national and global leader in helping courts improve the administration of justice and delivery of services.

The NCSC is dedicated to modernizing court operations and improving justice at the state and local level throughout the country. It functions as an extension of the state courts, working with them and providing an effective voice in matters of national importance. The NCSC thus acts as a focal point for judicial modernization, serving as a catalyst for implementing standards of fair and expeditious judicial administration, and helping to determine and disseminate solutions to the problems of individual courts and state judicial systems.

The NCSC's work includes providing information, technical assistance, and consulting services to courts and other interested parties, and conducting research and evaluations in all areas of operation of the courts. Through its Denver office, the NCSC provides direct court consulting services to courts in order to improve court management performance across a broad spectrum of topical areas, including court leadership, caseload management, financial management, technology management, human resources, facilities, court security, and enforcement of court sanctions. No organization in the nation is more knowledgeable about how courts work and the application of modern management principles to court leadership, organization and operations than the NCSC.

Key Staff

Janet Cornell is a court consultant, facilitator, and educator with a background in general and limited jurisdiction courts. From 2002 to 2013, Ms. Cornell was court administrator for the Scottsdale (Arizona) City Court; from 1998 to 2002 she was a criminal justice staff consultant with the Maricopa County (Phoenix) Information Technology Department. Ms. Cornell also served as senior judicial administrator with the Maricopa County Superior Court, administrator with the county justice courts, and operations manager for the U.S. District Court in Phoenix.

Ms. Cornell has a long history of consulting for local, federal, and international audiences in areas including caseload management, court administration, customer service, leadership, re-engineering, and court performance measures. She has published numerous court-based articles and is a past president of the National Association for Court Management, the Arizona Courts Association, and the Arizona Limited Jurisdiction Administrators Association.

Gregory Langham will also serve on the NCSC project team. Mr. Langham recently retired from the position of Clerk of Court for the United States District Court for the District of Colorado, where he served since 2003. He is a consultant on a periodic contract basis and is an expert in court management. In his role as Clerk, he managed federal court operations for the State of Colorado, including budget expenditures, court personnel, paper and electronic records, court facilities, court security, strategic planning, and technological applications.

As the District Administrator for the Eighteenth Judicial District in the State of Colorado, Mr. Langham managed state court operations and oversaw court personnel, court records, caseload assignments, budget expenditures, and use of court facilities in urban and rural areas within the State of Colorado (1981-2003). In addition, he served as a Court Management Consultant for the NCSC (1997-2002).

Budget

The total cost of the project will be a firm fixed price of \$75,000. The Court is requesting \$50,000 in SJI funds and will provide a cash match of \$5,000 and an in-kind match of \$20,080. A line item budget (Form C) and budget narrative are attached, as well as a letter from the NCSC affirming its participation.

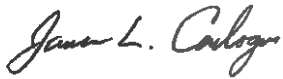
LIKELIHOOD OF IMPLEMENTATION

The Cochise County Superior Court remains committed to the strategic plan developed with NCSC and SJI support, and is equally committed to carrying out the critically important goals of this project. I assure you that I will provide the leadership and guidance necessary to achieve positive project outcomes.


Mr. Jonathan Mattiello
State Justice Institute
July 23, 2015
Page 8

If you need any further information about our proposal, please contact Eric Silverberg, our Court Administrator, at esilverberg@courts.az.gov or (520) 432-8500. Thank you for your consideration of this request.

Sincerely,


James Conlogue
Presiding Judge

STATE JUSTICE INSTITUTE APPLICATION

1. APPLICANT a. Organization Name <u>Arizona Superior Court in Cochise County</u> b. Street/P.O. Box <u>204</u> c. City <u>Bisbee</u> d. State <u>Arizona</u> e. Zip Code <u>85603</u> f. Phone Number <u>520-432-8500</u> g. Fax Number <u>520-432-5835</u> h. Web Site Address <u>www.cochise.az.gov</u> i. Name & Phone Number of Contact Person <u>Eric Silverberg, 520-432-8505</u> j. Title <u>Superior Court Administrator</u> k. E-Mail Address <u>esilverberg@courts.az.gov</u>	2. TYPE OF APPLICANT (Check appropriate box) <input checked="" type="checkbox"/> State Court <input type="checkbox"/> National organization operating in conjunction with State court <input type="checkbox"/> National State court support organization <input type="checkbox"/> College or university <input type="checkbox"/> Other non-profit organization or agency <input type="checkbox"/> Individual <input type="checkbox"/> Corporation or partnership <input type="checkbox"/> Other unit of government <input type="checkbox"/> Other _____ (Specify) _____
3. PROPOSED START DATE <u>October 1, 2015</u>	
4. PROJECT DURATION (months) <u>12</u>	
5. APPLICANT FINANCIAL CONTACT a. Organization Name <u>Arizona Superior Court in Cochise County</u> b. Street/P.O. Box <u>P.O. Box 204</u> c. City <u>Bisbee</u> d. State <u>Az</u> e. Zip Code <u>85603</u> f. Phone Number <u>520-432-8500</u> g. Fax Number <u>520-432-5835</u> h. Web Site Address <u>www.cochise.az.gov</u> i. Name & Phone Number of Contact Person <u>Regan Appelo, 520-432-8504</u> j. Title <u>Justice Court Administrator/Executive Budget Director</u> k. E-Mail Address <u>rappelo@cochise.az.gov</u> l. Organization EIN <u>86-6000398</u>	6. IF THIS APPLICATION HAS BEEN SUBMITTED TO OTHER FUNDING SOURCES, PLEASE PROVIDE THE FOLLOWING INFORMATION: Source _____ Date Submitted _____ Amount Requested _____ Disposition (if any) or Current Status _____ 7. a. AMOUNT REQUESTED FROM SJI \$ <u>50,000.00</u> b. AMOUNT OF MATCH Cash Match \$ <u>5,000.00</u> In-kind Match \$ <u>20,080.00</u> c. TOTAL MATCH \$ <u>25,080</u> d. OTHER CASH \$ _____ e. TOTAL PROJECT COST \$ <u>75,080</u>
8. TITLE OF PROPOSED PROJECT <u>Cochise County Superior Court Law Library Self-Represented Litigant Services</u>	
9. CONGRESSIONAL DISTRICT OF: <u>Martha McSally, District 2</u> Name of Representative; District Number _____ Project location (if different from applicant location): Name of Representative; District Number _____	
10. CERTIFICATION On behalf of the applicant, I hereby certify that to the best of my knowledge the information in this application is true and complete. I have read the attached assurances (Form D) and understand that if this application is approved for funding, the award will be subject to those assurances. I certify that the applicant will comply with the assurances if the application is approved, and that I am lawfully authorized to make these representations on the behalf of the applicant. <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="width: 40%;">  SIGNATURE OF RESPONSIBLE OFFICIAL (For applications from State and local courts, Form B - Certificate of State Approval, must be attached) </div> <div style="width: 20%; text-align: center;"> Presiding Judge TITLE </div> <div style="width: 30%; text-align: right;"> <u>July 24, 2015</u> DATE </div> </div>	

STATE JUSTICE INSTITUTE

PROJECT BUDGET

(TABULAR FORMAT)

Applicant: Arizona Superior Court in Cochise County

Project Title: Cochise County Superior Court Law Library Self-Represented Litigant Services Re-Engineering

For Project Activity from 10/01/2015 **to** 09/30/2016

Total Amount Requested for Project from SJI \$ 50,000.00

ITEM	SJI FUNDS	STATE FUNDS	FEDERAL FUNDS	APPLICANT FUNDS	OTHER FUNDS	IN-KIND SUPPORT	TOTAL
Personnel	45,067.00			5,000.00		20,080.00	70,147.00
Fringe Benefits							0.00
Consultant / Contractual							0.00
Travel	4,933.00						4,933.00
Equipment							0.00
Supplies							0.00
Telephone							0.00
Postage							0.00
Printing / Photocopying							0.00
Audit							0.00
Other (specify)							0.00
Subtotal, Direct Costs	50,000.00	0.00	0.00	5,000.00		0.00	75,080.00
Indirect Costs							0.00
Grand Total	50,000.00	0.00	0.00	5,000.00		0.00	75,080.00

Remarks:

BUDGET NARRATIVE

Cochise County Superior Court Law Library Self-Represented Litigant Services Re-Engineering

OVERALL BUDGET

The total cost of the project is a firm fixed price of \$75,080. The Cochise County Superior Court (Court) is requesting \$50,000 in SJI funds. The Court will provide a cash match of \$5,000 and an in-kind match of \$20,000.

The budget is based on the following:

Total Budget:		\$75,080
SJI Request:		\$50,000
Court Cash Match:		\$5,000
In-kind Match:		\$20,080
Project Leadership time		
(2 person X 70 hours X \$46/hour)		\$6,440
Project Steering Committee members' time		
(10 people X 15 hours X \$55/hour/average)		\$8,250
Site visit participants' time		
(14 people X 4 hours X \$40/hour)		\$2,240
Stakeholder Consultations		
(70 hours with at least 10 people at \$45)		\$3,150
Consulting Personnel Costs:	\$50,067	
Travel:	\$4,933	

Task 1: Kickoff Meeting	\$1,984
Task 2: Data Gathering and Analysis	\$10,728
Task 3: Site Visit	\$10,629
Task 4: Project Steering Committee Meeting	\$3,968
Task 5: Final Report	\$10,728
Task 6: Follow-up Meeting with the Project Steering Committee	\$8,192
Task 7: Ongoing Consultation	\$8,771

Travel:

Site Visits 1 trip with 2 consultants, 4 days/3 nights (Task 3)
 1 trip with 2 consultants, 3 days/2 nights (Task 6)

*Note: Travel expenses include airfare, hotel, per diem, and ground transportation and are based on the National Center for State Courts policy that utilizes federal policies as guidelines. The travel days include travel time.



A nonprofit organization improving justice through leadership and service to courts

Mary Campbell McQueen
President

Daniel J. Hall
Vice President
Court Consulting Services
Denver Office

July 23, 2015

Mr. Jonathan Mattiello
Executive Director
State Justice Institute
11951 Freedom Drive, Suite 1020
Reston, Virginia 20190

Dear Mr. Mattiello:

The National Center for State Courts (NCSC) would be pleased to work with the Cochise County, Arizona, Superior Court (Court) to help the Court explore options and develop a plan to evaluate and re-design the self-represented litigants services of its existing law library functions.

The Court is asking for a technical assistance grant in order to retain the NCSC to (1) review and evaluate the Court's current provision of services to self-represented litigants; (2) assess how Court access is structured and how law library and informational materials are provided; and (3) consider benchmarking and re-engineering practices in order to leverage limited funding and better serve litigant needs. As part of the project, the NCSC will provide the court with a report that will analyze the Court's current access methods, discuss the possible advantages of new approaches, and recommend specific practices that align with the Court's existing strategic plan. Specifically, the report will present sound recommendations to enhance Court access services, including a menu of applicable access options and modes that support the effective use of staff, space, and electronic and hardcopy media. To help ensure the success of this project, the NCSC will provide ongoing consultation throughout the Court's implementation of recommendations contained in the NCSC's report.

With the assistance of the State Justice Institute in funding, the Court and the NCSC will utilize the experience and expertise of Janet Cornell and Gregory Langham as the project consultants. Ms. Cornell has a long history of consulting for local, federal, and international audiences in areas including caseflow management, court administration, customer service, leadership, re-engineering, and court performance measures. Mr. Langham recently retired from the position of Clerk of Court for the United States District Court for the District of Colorado, a position in which he managed federal court operations for the State of Colorado, including budget expenditures, court personnel, paper and electronic records, court facilities, court security, strategic planning, and technological applications.

We look forward to the opportunity to assist the Court with developing a plan to evaluate and re-design its self-represented litigant services to assure that it is delivering optimal services to Court users. If you have any questions or concerns regarding this proposal, please do not hesitate to give me a call. Thank you.

Sincerely,

Laura Klaversma
Court Services Director

Headquarters
300 Newport Avenue
Williamsburg, VA 23185-4147
(800) 616-6164

Court Consulting
707 Seventeenth Street, Suite 2900
Denver, CO 80202-3429
(800) 466-3063

Washington Office
2425 Wilson Boulevard, Suite 350
Arlington, VA 22201-3326
(800) 532-0204

www.ncsc.org

STATE JUSTICE INSTITUTE

Certificate of State Approval

The Arizona Administrative Office of the Courts has reviewed the application entitled Cochise County Superior Court Law Library Self-Represented Litigant Services Re-Engineering prepared by the Arizona Superior Court in Cochise County
Name of Applicant

and approves its submission to the State Justice Institute, and

- ☐ agrees to receive and administer and be accountable for all funds awarded by SJI pursuant to the application;
- ☐ hereby requests consideration of a reduction in cash match as requested by the applicant (**NOTE: only applicable to Project Grant applications**);
- ☒ designates Arizona Superior Court in Cochise County
Name of Trial or Appellate Court or Agency

as the entity to receive, administer, and be accountable for all funds awarded by SJI pursuant to the application.



Signature

July 24, 2015

Date

Dave Byers

Name

Director, AOC

Title



**SUPERIOR COURT OF ARIZONA
COCHISE COUNTY
OFFICE OF THE COURT ADMINISTRATOR**

January 15, 2016

Mr. Jonathan Mattiello
Executive Director
State Justice Institute
11951 Freedom Drive, Suite 1020
Reston, Virginia 20190

Re: Supplemental Information Regarding Cochise County's Superior Court Law
Library Self-Represented Litigant Services Grant Submission

Dear Mr. Mattiello:

Several months ago, Cochise County Superior Court requested a \$50,000 Technical Assistance grant to obtain the services of the National Center for State Courts (NCSC) to help us explore options and develop a plan to evaluate and re-design the self-represented litigant services of our existing law library to ensure that is delivering optimal service to our Court's users.

I understand that the SJI Board of Directors deferred consideration of the Court's request for funding to provide the Court the opportunity to fully consider the findings of SJI Project SJI-14-P-081 undertaken by the Self Represented Litigant Network and the National Center for State Courts, and managed by John Greacen. Specifically, we were directed to consider whether these findings would influence how the court conducts the project. I have completed a full review of Mr. Greacen's report and the NCSC Consultants have also reviewed this report to ensure that we maximize/leverage the benefits of the latest thinking about the use of remote technology.

This report has much to offer our project. One of the more useful insights of the report is the section entitled the Value Proposition for Remote Service Delivery. The author explains that use of remote methods means you can better share your expertise to more customers. Centralization of staff will also allow better training of your staff and thus better service quality. Data suggests that you also spend less time per customer.

What is impressive is that the customer also benefits from the availability of these technologies. It takes many people an hour or more to travel to our courthouse in Bisbee. Remote technology would reduce this travel and provide greater access to information. The guide suggests that customers have come to expect and value remote services. In the seven study sites, users were asked if some other means of gaining service other than the method they actually used would be preferred. In each of the seven sites, the majority answered no. In four of the seven sites, fewer than 20% answered yes. This suggests that users are willing to use remote services, in lieu of in person services.

This is a very valuable finding, because it sends this court the clear message that investing in this eye will benefit the court and will be accepted by the customer. We will therefore place heavy emphasis on employing remote technologies as we re-engineer our business model.

Cochise County is a rural, geographically remote area of Arizona. Local access to on site resources and services is always a challenge. Given this reality, we have learned the value of building strong partnerships among our local government agencies, other counties, and service vendors to bring services to the local court. Recent local examples of technology facilitating service access include telemed, remote interpreting and witness testimony and a soon to start pilot to use remote court reporters. We expect that continued weakness in the local economy, population migration to urban centers will force us to lean more heavily on remote technology for many if not all of our programs.

As members of the Self Represented litigant Network, we appreciate and value their work and contribution. We believe that our continued association with this group will prove invaluable as we move forward. I have also known Mr. Greacen for many years and I have no doubt that he would be more than happy to engage with us as we proceed with this project.

Please let us know if you would like any further information.

Sincerely,



Eric Silverberg
Superior Court Administrator

Cc: Honorable James L. Conlogue, Presiding Judge
Laura Klaversma, National Center
Janet Cornell, National Center for State Courts
Greg Langham, National Center for State Court

Regular Board of Supervisors Meeting

Meeting Date: 02/23/2016

Accept Funding Agreement Between Superior Court and the Arizona Department of Economic Security

Submitted By: Regan Appelo, Court Administration

Department: Court Administration

Presentation: No A/V Presentation

Document Signatures: BOS Signature Required

Recommendation: Approve

of ORIGINALS Submitted for Signature: 2

NAME of PRESENTER: Eric Silverberg

TITLE of PRESENTER: Court Administrator

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?:

Docket Number (If applicable):

Information

Agenda Item Text:

Approve an Intergovernmental Agreement (IGA) between the Cochise County Superior Court and the Arizona Department of Economic Security (ADES) for funding to a family law commissioner to establish family law obligations in the amount of \$43,831 for the period of October 1, 2015 through September 30, 2016.

Background:

Several months ago, the court became aware of an additional potential funding source to support our existing operations. Specifically, this funding will partially support the Title IV-D child support enforcement of Division VI. Division VI hears the Title IV-D Child Support Enforcement caseload and the ever burgeoning juvenile dependency calendar.

We applied for this funding and were awarded total funding in the amount of \$43,831 for the period October 1, 2015 through September 30, 2016. Of this total, the federal government requires that 34% of this cost be borne by the local government. 34% of the total is \$15,009. Currently, we are paying the entire \$43,831 to support this program from Court Enhancement Funds.

Department's Next Steps (if approved):

Provide regular financial and operational reports to the DES to secure partial cost reimbursement.

Impact of NOT Approving/Alternatives:

The County would be refusing additional money (federal pass through) for mandated activities we already fund.

To BOS Staff: Document Disposition/Follow-Up:

Copies of the contracts will be hand carried to the Clerk of the Board.

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☒

Amount Available: 28822

Unbudgeted: ☒

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1: TBA

Fund Transfers

Fiscal Year: 15.16

One-time Fixed Costs? (\$\$\$): 0

Ongoing Costs? (\$\$\$): 0

County Match Required? (\$\$\$): 15009

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 6192

Source of Funding?: Enhancement Funds

Fiscal Impact & Funding Sources (if known):

This is additional money to support an existing program. This will allow the court to fund areas of rising costs such as equipment fees and thus reduce potential impacts on the County's general fund. We will need to set up an account for this grant. FY runs from Oct 15 through Sept 16.

Attachments

GrantApprovalForm for IV D Contract

Approved Grant Budget

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant:

Yes

No

Grant No:

Amendment:

Yes

No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

Is revertment of unexpected funds required at the end of grant period? Yes No

(a) Total indirect (A-87) Cost Allocation:

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

Is there a Secondary Grant Award associated with this Grant? Yes No

Name of Grant:

Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

NOTE: Please attach this Grant Approval form to the AgendaQuick item. The AgendaQuick "Grant Approval template" must be used. Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed GRANT DOCUMENT (not this approval form) to the Finance Department.

BUDGET SUMMARY

FOR CONTRACT SERVICE

AGENCY NAME

Arizona Superior Court in Cochise County

FOR PERIOD 10/1/15 - 9/30/16

BUDGET CATEGORIES	TOTAL SERVICE COST	SERVICE TOTAL DISTRIBUTED BY FUND SOURCE				DES NON- PARTICIPATION COSTS	TOTAL SERVICE REIMBURSEMENT CEILING	TOTAL PROGRAM
		DCSS 66%	County GF 34%					
1. Personnel	30,292	19,993	10,299					
2. ERE	6,797	4,486	2,311					
3. Professional and Outside Services								
4. Travel								
5. Space								
6. Equipment								
7. Materials and Supplies	400	264	136					
8. Operating Services	150	99	51					
9. Total Direct Cost Less Start-Up/ One Time								
11. Net Direct Cost	37,639	24,736	12,903					
12. Allocated Indirect	6,192	4,086	2,106					
13. Total Service Cost								
14. Contract Reimburse- ment Ceiling(s)								
15. % Indirect of Direct	\$ 16.45							
16. Number of Units								
17. Unit Rate								

INTERGOVERNMENTAL AGREEMENT (IGA)

This Contract is between the Arizona Department of Economic Security ("ADES") and the Cochise County Superior Court, for and on behalf of the Family Law Commissioner's Office ("Commissioner").

WHEREAS the Department is duly authorized to execute and administer contracts under A.R.S §41-1954 and,

WHEREAS the Superior Court is duly authorized to execute and administer contracts under A.R.S. §§ 12-123 and 12-211 and,

WHEREAS the Department and the Superior Court are authorized by A.R.S. §11-952 et seq. and 45 C.F.R. § 302.34 to enter into agreements for joint or cooperative action to contract for the services specified in this contract.

THEREFORE, the Department and the Cochise County Superior Court agree to abide by all the terms and conditions set forth in this Contract.

BY SIGNING THIS FORM ON BEHALF OF SUPERIOR COURT OF COCHISE, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE SUPERIOR COURT OF COCHISE COUNTY TO THIS CONTRACT.

**FOR AND ON BEHALF OF THE ARIZONA
DEPARTMENT OF ECONOMIC SECURITY**

Procurement Officer Signature

Printed Name

Procurement Manager
Title

Date

ADES Contract Number

**FOR AND ON BEHALF OF THE SUPERIOR
COURT OF COCHISE COUNTY**



Signature

Eric Silverberg
Printed Name

Court Administrator
Title

September 2, 2015

Date

Contract Number

IN ACCORDANCE WITH A.R.S. §11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: _____
Assistant Attorney General

Date: _____

By: _____
Superior Court Legal Counsel

Date: _____

1.0 ADES VISION AND MISSION STATEMENTS

1.1 ADES Vision: Opportunity, assistance and care for Arizonans in need.

1.2 ADES Mission: The Arizona Department of Economic Security makes Arizona stronger by helping Arizonans reach their potential through temporary assistance for those in need, and care for the vulnerable.

2.0 PARTIES

2.1 This Intergovernmental Agreement (IGA) is between the Arizona Department of Economic Security (hereinafter ADES, and the Superior Court of Cochise County (Superior Court or Commissioner).

3.0 TERM OF AGREEMENT

3.1 The term of this Agreement shall have an effective date of October 1, 2015 and shall end on September 30, 2020 unless otherwise agreed upon by both parties in writing.

4.0 EXTENSION

This agreement may be extended through a written amendment by mutual agreement of the parties.

5.0 TERMINATION

5.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.

5.2 Each party shall have the right to terminate this agreement by hand-delivering to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.

6.0 AMENDMENTS OR MODIFICATIONS

6.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the agreement, unless done in writing and signed by the authorized representative of the respective parties.

6.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:

1. Change of telephone number;
2. Change in authorized signatory; and/or,
3. Change in the name and address or email address of the person to whom notices are to be sent.

7.0 DEFINITIONS

7.1 None.

8.0 PURPOSE OF AGREEMENT

8.1 The purpose of this agreement is to facilitate the use of the Family Law Commissioner to establish paternity, establish, modify, or enforce child support orders and medical insurance obligations.

9.0 MANNER OF FINANCING

9.1 These services are financed by an annual grant from the Department of Health and Human Services, Administration for Children and Families, Grant No. G1604AZ4004.

10.0 SERVICE DESCRIPTION

10.1 A service that uses judicial officers who hold hearings and trials to:

10.1.1 Establish paternity;

10.1.2 Establish, modify or enforce child support and medical insurance obligations.

11.0 RESPONSIBILITIES OF COMMISSIONER:

The Commissioner shall:

11.1 Issue written and signed rulings on paternity; enforcement, child support and medical insurance no more than sixty (60) calendar days from the date of submission.

11.2 Update information on Arizona Tracking Locate Automated System (ATLAS) immediately upon receipt of new information. Changes include, but are not limited to: names, addresses of the parties, telephone numbers, placement of the domestic violence indicator (NDI), Social Security numbers, and employment information including address and phone numbers of employers and any other information of income.

- 11.3 Have and comply with an expedited process plan, pursuant to 45 C.F.R. 303.101;
- 11.4 Utilize electronic recording devices per the standards outlined in the Arizona Code of Judicial Administration, Part 1, Chapter 6, Section 1-602, or, if a party timely requests a court reporter, the court will provide one for the hearing.
- 11.5 Facilitate the appearance of a party or witness residing in another state by telephone, audiovisual means or other electronic means.
- 11.6 Ensure that all Commissioner staff complete ADES required forms and training:
 - 11.6.1 All new Commissioner staff assigned to Title IV-D Child Support shall complete ADES required forms and ATLAS security training before being assigned "log on" identifiers for ATLAS.
 - 11.6.2 New ATLAS users are required to complete the following forms:
 - 11.6.2.1 J-125, Request for Terminal Access;
 - 11.6.2.2 J-129, Affirmation Statement;
 - 11.6.2.3 CS-169, Conflict of Interest/Confidentiality Statement.
 - 11.6.3 The above forms are available electronically upon request. Completed forms shall be sent electronically to ISAADMIN@AZDES.GOV
 - 11.6.4 All staff assigned to Title IV-D Child Support Enforcement shall complete ADES required training. All staff shall complete ADES ATLAS required training before being assigned "log on" identifiers for ATLAS
- 12.0 THE ADES WILL:**
 - 12.1 Reimburse the Commissioner for costs incurred in the delivery of Contract Services during the term of this Agreement.
 - 12.3 Under this Agreement the reimbursement rate shall be at the applicable amount established by the federal government in accordance with 42 U.S. Code, Section 655 (a)(2).
 - 12.4 Incentive Payments: The ADES will pay to the Commissioner, as required by law, a proportionate share of incentives.
 - 12.4.1 The incentive system for State child support programs should measure State performance in five areas: a) establishment of paternities, b) establishment of child support orders, c) collections on current child support due, d) collection on past child support due (arrear), and e) cost effectiveness.
 - 12.4.2 The Commissioner's proportionate share shall be based upon the methodology set forth in the ADES current incentive policy, which is incorporated by reference into this agreement. These payments shall be made forty-five (45) days after the end of the quarter for which they are earned.
 - 12.4.3 The Commissioner agrees to isolate incentive payments received from other funding and dedicate the use of such payments solely for the enhancement of the Commissioner's Title IV-D program. Expenditure of incentive payments must follow the requirements of Section 7309 of the Deficit Reduction Act of 2005.
 - 12.5 The Commissioner shall provide to the attorneys representing ADES and the IV-D program access to the court's wireless network or alternatively the hardwire network on such basis as to allow the attorneys and their staff the ability to operate computer equipment while physically present at the court with access to the internet and any public facing court systems. Nothing in this provision is intended to permit IV-D legal staff access to internal or confidential court systems or the court intranet that would not otherwise be available to them.
- 13.1 REPORTING REQUIREMENTS**
 - The Commissioner shall:
 - 13.2 Submit Certificate of Insurance of subcontractors of this Agreement yearly.
 - 13.3 Submit a report of all Title IV-D cases heard by the Commissioner during the reporting month. The report shall list by court docket number or ATLAS case number. This report shall be sent with the monthly claim.
 - 13.4 The Commissioner shall submit reports and Insurance Certificate to:

Arizona Department of Economic Security
 Division of Child Support Services
 ATTN: Contracts Unit, Site Code 019A
 PO Box 40458
 Phoenix, AZ 85067-0458

14.0 REIMBURSEMENT REQUIREMENTS:

- 14.1 The services set forth in this Agreement may be reimbursed only for matters brought in Title IV-D cases, and on behalf of a judicial officer who is not a judge of the court. Clerical, secretarial, court reporter staffing and court interpreters shall be allowable expenses for a commissioner or referee. This is to include clerical time for the completion of minute entries mandated by court rule.
- 14.2 The Commissioner shall submit an annual summary operating budget to the ADES that reflects the projected Commissioner expenditures for child support enforcement activities. This report is due by September 1st.
- 14.2.1 If the Commissioner intends to claim reimbursement for indirect costs, they shall provide ADES with a copy of its cost allocation plan annually by September 1st. The plan shall comply with the standards contained in OMB Circular A-87 and shall be subject to written approval from the ADES. The approval shall be provided prior to the date of any period for which reimbursement is requested.
- 14.2.2 Actual, allowable expenditures shall be determined in accordance with provisions of this agreement, 45 C.F.R. 74.1, et seq. and 45 C.F.R. 304.

15.0 PAYMENT REQUIREMENTS

- 15.1 Commissioner shall submit monthly a Certified Public Expenditure Statement (CPES), [Exhibit B] for costs incurred in the delivery of Contracted Services.
- 15.2 The Commissioner shall submit supporting expense documents each month with the CPES to support the expenses each month.
- 15.3 CPES shall be submitted by the 28th day after the end of the month in which services were provided and sent to:

AZ Department of Economic Security
Division of Child Support Services
ATTN: Contracts Unit, Site Code 019A
PO Box 40458
Phoenix, AZ 85067-0458

- 15.3.1 An email address may be provided to submit monthly claims after contract award.
- 15.4 Payments shall be paid via Automated Clearing House (ACH) by using the ACH process. Instructions and downloadable forms are found at <https://gao.az.gov/sites/default/files/GAO-618%20ACH%20Vendor%20Authorization%20030215-S%26S.pdf>

16.0 NOTICES

- 16.1 All notices to the Superior Court regarding this agreement shall be sent to the following address:

Eric Silverberg, Superior Court Administrator
Superior Court Administration
Arizona Superior Court in Cochise County
PO Box 204
Bisbee, AZ 85603

- 16.2 All notices to the ADES regarding this agreement shall be sent to the following address:

Arizona Department of Economic Security
Division of Child Support Services
ATTN: Contracts Unit, Site Code 019A
PO Box 40458
Phoenix, AZ 85067-0458

- 16.3 An email address may be made available for notices after contract award.

17.0 APPLICABLE LAW

- 17.1 This Contract shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this Contract shall comply with all applicable Federal, State and local laws, and the Commissioner shall maintain all applicable licenses and permit requirements.

18.0 ARBITRATION

- 18.1 The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

19.0 AUDIT

- 19.1 In accordance with A.R.S. §35-214, the Commissioner shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Commissioner shall produce the original of any or all such records.

20.0 CANCELLATION FOR CONFLICT OF INTEREST

- 20.1 All staff and management associated with the Contract shall be required to identify whether they are party to a current child support case in Arizona. This includes phlebotomists who subcontract. If it is determined that the Commissioner, an employee of the Commissioner, or a subcontractor to the Commissioner is a party to a child support case or has a family member who is a party to a case, a conflict of interest shall be deemed to exist if that staff member or subcontractor is actively involved in the case. The Commissioner shall immediately notify the ADES of the conflict of interest and ensure that the party will have no involvement in any phase of the test.

21.0 CONFIDENTIALITY

- 21.1 Commissioner and ADES shall adhere to standards of confidentiality of record maintenance in accordance with the law and ADES/DCSS policy. The Commissioner and ADES agree that any information provided by the ADES or the State relative to the applicants or recipients of public assistance shall be used only for the administration of this contract, or in any investigation or civil proceeding conducted pursuant to this contract. The Commissioner and ADES shall provide safeguards to restrict the use or disclosure of any information concerning any individual who is party to a case. The Commissioner understands that revealing any information concerning the Non Custodial Parent (NCP) or Custodial Person (CP), one to the other, is in violation of the law and grounds for immediate termination of this contract. This includes, but is not limited to, revealing the date, location and time that a party to a case is scheduled for paternity testing.
- 21.2 The safeguards provided shall also prohibit disclosure of any information that identifies by name, address, or social security number the Custodial Person to any committee or legislative body. The Commissioner agrees that any federal or state tax-related information shall be treated as confidential and shall not be disclosed.
- 21.3 The Commissioner shall establish and maintain procedures and controls that are acceptable to the ADES for the purpose of assuring that no information contained in its records or obtained from the ADES, or from others carrying out its functions under the contract, shall be used or disclosed by the Commissioner or by the Commissioner's agents, officers or employees except as required to perform duties under the contract. Persons requesting such information shall be referred to the ADES. The Commissioner also agrees that any information pertaining to an individual shall not be disclosed other than to employees or officers of the Commissioner for the performance of duties under the contract, unless otherwise agreed to in writing by the ADES.
- 21.4 The Commissioner agrees not to use or permit the use of the names and/or addresses of individuals referred from the ADES for any commercial purpose.
- 21.5 The Commissioner shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the

Commissioner shall release information to the ADES and to the Attorney General's Office as required by the terms of this contract, by law or upon their request.

- 21.6 The Commissioner shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. The ADES will advise the Commissioner as to applicable policies and procedures the ADES has adopted for such compliance.

20.0 CONFLICT OF INTEREST

- 20.1 In accordance with A.R.S. §38-511, the State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement.

21.0 DATA SHARING AGREEMENT

- 21.1 When determined by the ADES that sharing of confidential data will occur with the Commissioner, the Commissioner shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Commissioner and each ADES Program sharing confidential data.

22.0 E-VERIFY

- 22.1 In accordance with A.R.S. §41-4401, Commissioner warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance A.R.S. §23-214, Subsection A.

23.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

- 23.1 By entering into the Agreement, the Commissioner warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Commissioner shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. The Commissioner and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.
- 23.2 The State may request verification of compliance for any Commissioner or subcontractor performing work under the Agreement. Should the State suspect or find that the Commissioner or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Commissioner. All costs necessary to verify compliance are the responsibility of the Commissioner.

24.0 INDEMNIFICATION

- 24.1 Indemnification for Commissioner:

- 24.1.1 Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

- 24.2 Indemnification for Subcontractor

- 24.2.1 In addition, Commissioner shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Commissioner's contractor or any of the directors, officers,

agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

25.0 INSURANCE REQUIREMENTS

25.1 INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA

25.1.1 None.

25.2 INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A PARTY TO THE INTERGOVERNMENTAL AGREEMENT

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Commissioner, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

1. **Minimum Scope and Limits of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below;

A. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to **include coverage for sexual abuse and molestation.**
- b. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Commissioner.”**
(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)
- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

B. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Commissioner involving automobiles owned, leased, hired or borrowed by the Commissioner”.**
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Commissioner.
(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Commissioner with their own list of persons to be insured.)

C. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory

- Employers' Liability
- Each Accident \$ 500,000
- Disease – Each Employee \$ 500,000
- Disease – Policy Limit \$1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Commissioner.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

D. **Additional Insurance Requirements:** The policies shall contain, or be endorsed to contain, the following provisions:

1. The State of Arizona and the Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement.
2. The contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the contractor's shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

E. **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the **Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007** and shall be sent by certified mail, return receipt requested.

F. **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Commissioner from potential insurer insolvency.

G. **Verification of Coverage:** Commissioner shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of Agreement.

All certificates required by this Agreement shall be sent directly to **Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Reporting Requirements specifies otherwise.** The State of Arizona **contract number and contract description shall be noted or referenced on the certificate of insurance.** The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

H. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

- I. **Approval:** Any modification or variation from the insurance requirements in this Agreement shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal amendment to the Agreement, but may be made by administrative action.
- J. **Exceptions:** In the event the Commissioner or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

26.0 IT 508 COMPLIANCE

- 26.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. § 41-3531 and §3532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

27.0 NON-AVAILABILITY OF FUNDS

- 27.1 In accordance with A.R.S. §35-154, every payment obligation of the State under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

28.0 NON-DISCRIMINATION

- 28.1 The Commissioner shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

29.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

- 29.1 Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers

30.0 RIGHT OF OFFSET

- 30.1 The ADES shall be entitled to offset against any sums due the Commissioner, any expenses or costs incurred by the ADES, or damages assessed by the ADES concerning the Commissioner's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages.

31.0 SAFEGUARDING OF TAX INFORMATION PER IRS PUBLICATION 1075

- 31.1 The Commissioner agrees to comply with all federal statutory and regulatory provisions requiring that information be safeguarded and kept confidential. These statutes and regulations include, but are not limited to, 45 CFR § 309.80; 45 CFR §303.21 (Safeguarding Information); 45 CFR § 303.30 (Securing Medical Support Information); and the United States Internal Revenue Code (IRC) 6103.

31.2 PERFORMANCE

In performance of this contract, the Commissioner agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All work will be done under the supervision of the Commissioner or the Commissioner's employees.

Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the Commissioner will be prohibited.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

The Commissioner certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Commissioner at the time the work is completed. If immediate purging of all data storage

components is not possible, the Commissioner certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Commissioner will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.

The Commissioner will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

31.3 CRIMINAL/CIVIL SANCTIONS:

Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that

any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result

of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

Additionally, it is incumbent upon the Commissioner to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000. The agency will have the right to void the contract if the Commissioner fails to provide the safeguards described above.

31.4 INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the Commissioner for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the Commissioner is found to be noncompliant with contract safeguards.

32.0 DISPOSITION OF PROPERTY

32.1 None.

33.0 THIRD- PARTY ANTITRUST VIOLATIONS

33.1 The Commissioner assigns to the ADES any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to the Commissioner, toward fulfillment of this Agreement.

34.0 ATTACHMENTS

34.1 The following list of attachments constitutes an integral part of subject agreement.

34.2 Attachment 1- Certification Regarding Lobbying

34.3 Attachment 2- Certification Regarding Maintenance of Effort

35.0 EXHIBITS

35.1 Exhibit A- Subrecipient Fact Sheet

35.2 Exhibit B- Certified Public Expenditure Statement (CPES) CS-016-FF

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Court Administrator

TITLE

Superior Court of Cochise County

September 2, 2015

APPLICANT ORGANIZATION

DATE SUBMITTED

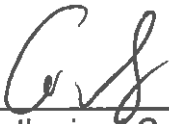
Attachment 2

CERTIFICATION REGARDING MAINTENANCE OF EFFORT

In accordance with the applicable program statute(s) and regulation(s), the undersigned certifies that financial assistance provided by the Administration for Children and Families, for the specified activities to be performed under the Grants for Judicial Services by

Superior Court of Cochise County, will be in addition to, and not in
(Applicant Organization)

substitution for, comparable activities previously carried on without Federal assistance.



Signature of Authorized Certifying Official

Court Administrator

Title

September 2, 2015

Date

SUBRECIPIENT FACT SHEET

In accordance with OMB Circular A-133, Subpart D, §400(d), the following information is being provided to all sub recipients that receive federal awards passed through from the Department of Economic Security (Department).

Official/Legal Name of Sub recipient

Superior Court of Cochise County, Family Law Commissioner
(From the Contract)

Contract # _____

Federal Employer Taxpayer ID # 866000543

- Federal Grantor's Name Department of Health and Human Services
- CFDA Title and Number 93.563
- Award Name and Number Arizona Department of Economic Security
- Award Period October 1, 2015 through September 30, 2020
- Pass-through Number Assigned by the Department G1604AZ4004

(For example: **DES93.48599**, where DES identifies that these monies were passed through from the Department, 93.485 is the CFDA number, and 99 is the award year. OMB Circular A-133 requires that federal awards received by a subrecipient be identified on its Schedule of Expenditures of Federal Awards with the name of the pass-through entity and identifying number assigned by the pass-through entity.)

A copy of this Fact Sheet should be retained by the program and the subrecipient for audit purposes.

BUDGET SUMMARY

FOR CONTRACT SERVICE

AGENCY NAME

Arizona Superior Court in Cochise County

FOR PERIOD

10/1/15 - 9/30/16

SERVICE TOTAL DISTRIBUTED BY FUND SOURCE

BUDGET CATEGORIES	TOTAL SERVICE COST	DCSS 66%	County GF 34%	DES NON- PARTICIPATION COSTS	TOTAL SERVICE REIMBURSEMENT CEILING	TOTAL PROGRAM
1. Personnel	30,292	19,993	10,299			
2. ERE Professional and Outside Services	6,797	4,486	2,311			
4. Travel						
5. Space						
6. Equipment						
7. Materials and Supplies	400	264	136			
8. Operating Services	150	99	51			
9. Total Direct Cost Less Start-Up/ One Time						
11. Net Direct Cost	37,639	24,736	12,903			
12. Allocated Indirect	6,192	4,086	2,106			
13. Total Service Cost Contract Reimburse- ment Ceiling(s)						
15. % Indirect of Direct \$ 16.45						
16. Number of Units						
17. Unit Rate						

**State and Federal Legislation
Board of Supervisors**

Regular Board of Supervisors Meeting

Meeting Date: 02/23/2016

State and Federal Legislation Discussion

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V
Presentation

Recommendation:

Document Signatures:

of ORIGINALS

Submitted for Signature:

NAME na

TITLE na

of PRESENTER:

of PRESENTER:

Mandated Function?:

**Source of Mandate
or Basis for Support?:**

Information

Agenda Item Text:

Discussion and possible action regarding state and federal legislative matters, including but not limited to the items in the attached County Supervisors Association Legislative Policy Committee Agenda and the proposed State budget.

Background:

na

Department's Next Steps (if approved):

na

Impact of NOT Approving/Alternatives:

na

To BOS Staff: Document Disposition/Follow-Up:

na

Budget Information

Information about available funds

Budgeted: ☐

Funds Available: ☐

Amount Available:

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

LPC Minutes

LPC Tracking Report 2.12.2016

LPC Agenda



County Supervisors A S S O C I A T I O N o f a r i z o n a

COUNTY SUPERVISORS ASSOCIATION LEGISLATIVE POLICY COMMITTEE (Teleconference Made Available)

County Supervisors Association
1905 West Washington
Phoenix, Arizona

MINUTES

February 12, 2016

Call to Order:	Mandy Metzger	9:00 a.m.
Present In Person:	Dr. Joe Shirley, Jr. Mandy Metzger	Apache County Coconino County
Present Telephonically/Webinar:	Ann English Tommie Martin Jim Palmer Gary Watson Cheryl Chase Rudy Molera Tom Thurman Russ Clark	Cochise County Gila County Graham County Mohave County Pinal County Santa Cruz County Yavapai County Yuma County
Absent:	David Gomez D. L. Wilson Clint Hickman Jason Whiting Ray Carroll	Greenlee County La Paz County Maricopa County Navajo County Pima County
Proxy:	Jason Whiting Russell McCloud	Navajo County Yuma County

Others present telephonically: Barry Weller, Mike Pastor, John Marcanti, Jack Smith, Lenore Stuart, Delwin Wengert, Jim Vlahovich, Cynthia Seelhammer, Cheryl Sluyter, Jennifer Wong, Marlyn Summers, Christen Monti

Others present in person: Todd Madeksza, Rick Bohan, Mark Barnes, Rebecca Beebe, Craig Sullivan, Penny Adams, Dan Bogert, Daniel Romm, Kristin Cipolla, Yvonne Ortega, Elise Kulik

President Mandy Metzger welcomed everyone. Penny Adams called roll and a quorum was not present.

Budget Update

Craig Sullivan reported that next week is the deadline to hear bills in the house of origin and legislators are focused on getting bills through the process. He stated that negotiation conversations have been occurring by legislators on the JTED restoration issue and they have worked out a deal that is moving forward. He noted that the County Sheriffs Association met with the Governor last Monday and it was reported as productive. Craig said that the sheriffs have offered to do a letter to the legislature and they will be coordinating with AACo on it. He stated that CSA continues to meet with legislators and asks counties to use the CSA materials in communications during board meetings and with the media. Craig noted that CSA will seek more members to communicate with legislators over the next few weeks about the CSA budget priorities. Discussion occurred.

Approval of the Minutes

Penny Adams revisited roll call and a quorum was now present. Supervisor Tommie Martin moved to approve the minutes of the February 5, 2016, Legislative Policy Committee meeting. Supervisor Cheryl Chase seconded the motion and the motion passed unanimously.

PSPRS Update

Craig Sullivan reported that the PSPRS Reform package is moving through the process and the measure dealing with the PBI can be expected to be referred to the May ballot, with the other sections to be signed into law by the Governor.

Legislative Bills for Discussion

Courts & Criminal Justice

- 1) [SB 1257 misconduct involving weapons; public places](#). Kristin Cipolla reported feedback had been requested from the counties. This issue will be brought back to the CSA board of directors next week.
- 2) [SB 1412 incompetent; nonrestorable defendants; involuntary commitment](#). Kristin reported feedback had been requested from the counties. Awaiting committee agenda assignment.

General Government

- 1) [HB 2156 legislative vacancies; appointments](#). Kristin Cipolla reported out for informational purposes. Discussion occurred.
- 2) [HB 2481 schools; primary property tax rates](#). Mark Barnes reported out for informational purposes.
- 3) [HB 2402 bonds; disclosure; notice](#). Dan Bogert had circulated the bill to counties. It passed House Ways and Means, was retained on the Committee of the Whole calendar, and awaits floor action.

Planning & Zoning

- 1) [HB 2517 business professionals; regulation restrictions](#). Daniel Romm reported on the bill. Supervisor Tom Thurman moved to oppose HB 2517. Supervisor Rudy Molera seconded the motion and the motion passed unanimously.
- 2) [HB 2651 floodplain regulation; aggregate extraction](#). Daniel Romm reported out for informational purposes. Awaiting committee agenda assignment. Discussion was held.
- 3) [SB 1346 home-based businesses; detached buildings; storage](#). Daniel Romm reported out for informational purposes.
- 4) [SB 1347 county dust control; residential property](#). Daniel Romm reported it passed Senate Natural Resources on Monday 5-0 and is awaiting Rules. He had circulated it to the counties. Supervisor Ann English moved to oppose SB 1347. Supervisor Gary Watson seconded the motion and the motion passed unanimously.

Property Tax

- 1) [HB 2005 tax abatement; no parcel number](#). Dan Bogert reported it did not get put on a committee agenda.
- 2) [HB 2367 class six property; higher education](#) / [SB 1402 class six property; higher education](#). Dan Bogert reported SB 1402 passed Senate Finance 3-2; HB 2367 is no longer moving. Supervisor Tom Thurman moved to oppose SB 1402. Supervisor Gary Watson seconded the motion and the motion passed unanimously.
- 3) [HB 2439 property tax valuation](#). Dan Bogert reported it is on House Ways and Means agenda for next Monday. Supervisor Tom Thurman moved to oppose HB 2439. Supervisor Rudy Molera seconded the motion and the motion passed unanimously.
- 4) [HCR 2031 personal property tax; exemption](#). Dan Bogert reported the bill passed committee and is awaiting Committee of the Whole. Supervisor Jim Palmer moved to oppose HCR 2031. Supervisor Tommie Martin seconded the motion and the motion passed unanimously.
- 5) [SB 1431 property tax; disabled veterans' residences](#). Dan Bogert reported out for informational purposes. The bill is awaiting committee agenda assignment.

Sales Tax

- 1) [HB 2133 TPT exemption; aerial applicators](#). Dan Bogert reported it passed committee and is awaiting Committee of the Whole.
- 2) [HB 2267 prime contracting classification; repeal](#). Dan Bogert reported CSA is reviewing a strike everything amendment that was amended onto the bill. CSA will bring the issue back to the CSA board of directors next week. Discussion occurred.
- 3) [HB 2326 agricultural feed; sales; tax exemption](#). Dan Bogert reported CSA is working with the Arizona Department of Revenue in analyzing the bill.

- 4) [HB 2533 charter aircraft; tax exemption](#). Dan Bogert reported the bill passed committee and is awaiting Committee of the Whole.
- 5) [SB 1291 TPT; utilities; manufacturing; smelting](#) and 7) [SB 1505 natural gas delivery; tax exemption](#). Dan Bogert reported both bills are scheduled in Senate Finance next week. Discussion occurred. Supervisor Tommie Martin moved to oppose SB 1291 and SB 1505. Supervisor Ann English seconded the motion and the motion passed unanimously.
- 6) [SB 1386 rural and tribal infrastructure; development](#). Dan Bogert reported CSA is working with the Arizona Department of Revenue in analyzing the bill and is expecting more information from the bill sponsor.

AACo Bills

- 1) [HB 2183 inmate body scan; contraband](#). Kristin Cipolla noted the bill was permissive. Discussion followed. Supervisor Tom Thurman moved to approve HB 2183 and forward the approval to AACo. Supervisor Ann English seconded the motion and the motion passed unanimously.
- 2) [HB 2451 release of prisoners; detainers; repeal](#). Kristin reported the bill passed House Committee of the Whole yesterday. Discussion followed. President Metzger stated this bill will be brought before the CSA board of directors next week.
- 3) [SB 1348 county treasurer; warrants; electronic transfer](#). Daniel Romm reported the bill passed Senate Finance 5-0. Supervisor Tom Thurman moved to support SB 1348. Supervisor Ann English seconded the motion and the motion passed unanimously.
- 4) [SB 1360 countywide vote-by-mail](#) / [HB 2534 county elections; vote by mail](#). Daniel Romm reported on the bill. Discussion followed.
- 5) [SB 1511 county elected office salary increase](#). No discussion.

CSA Legislative Agenda

President Metzger stated CSA staff will report out on the CSA legislative agenda at next week's CSA board of directors meeting and an update will be provided in the LPC report following today's meeting.

- 1) [HB 2021 codes; adoption by reference; copies](#)
- 2) [HB 2037 county liens; abatements](#)
- 3) [HB 2045 DHS; primitive camping areas; rules](#)
- 4) [HB 2368 county contributions; hospitalization; medical; repeal](#)
- 5) [HB 2373 regional transportation authority; membership; election](#)
- 6) [HB 2430 county libraries; general fund](#)
- 7) [HB 2499 truth in taxation; detailed notice](#)
- 8) [HB 2512 pension contributions; expenditure limit exemption](#)
- 9) [HB 2564 appropriation; indigent defense fund](#)
- 10) [SB 1198 public libraries operation; third party contracts](#)
- 11) [SB 1250 intergovernmental public transportation authority; taxation](#)
- 12) [SB 1308 juvenile charged as adult; detention](#)
- 13) [SB 1316 board of trustees; disincorporation; repeal](#)
- 14) Folder # TBD Expenditure Limit Exclusion of RICO Funds

Next Meeting Date and Time

President Metzger advised that the next LPC meeting would be held in conjunction with the CSA board of directors meeting next Thursday, and then Friday, February 26.

Other Business and Adjournment

There being no further business, President Mandy Metzger adjourned the meeting at 10:12 a.m.

CSA Legislative Agenda

Bill Number/Folder Number	Short Title	Prime Sponsor	Summary	Status	LPC Comments
HB 2020	electronic notice; hearings; ordinances	<i>Stevens</i>	Allow counties to modernize posting requirements for publishing adopted planning and zoning items. In lieu of posting the full text of a county ordinance in a newspaper of general circulation, a county may post the ordinance's title, as well as a short statement of the ordinance's content, and list where the text of the ordinance is posted on a county website.	Referred to Government & Higher Education	1/15 - Stakeholders have raised concerns about this issue, CSA staff will seek direction from full board at meeting. <u>1/21 - CSA Board voted to table this proposal for this year.</u>
HB 2021	codes; adoption by reference; copies	<i>Stevens</i>	Replace the requirement that three paper copies of a county's building codes be kept in the clerk of the board's office for inspection with the stipulation that a county keep three paper copies, or one paper copy and make available an electronic copy of its codes. Currently, municipalities have this authority.	Passed House 56-0, ready for Senate	1/15, 1/21, 1/29 - No discussion.
HB 2037	county liens; abatements	<i>Borrelli</i>	Amend A.R.S. § 42-18204 to preserve a county's nuisance abatement liens and dangerous property abatement liens from extinguishing on the foreclosure of a property due to non-payment of property taxes from investors or other parties, unless the county board of supervisors votes to waive the lien on the property.		1/15, 1/21 - No discussion. 1/29 - Title companies are seeking an amendment to require a specified time period for the board to waive the lien.
HB 2045	DHS; primitive camping areas; rules	<i>Finchem</i>	Add a definition, in rule, of "primitive camp and picnic grounds" to allow local health departments to exempt primitive camp and picnic grounds from water and sewer regulations established by the Arizona Department of Health Services.	Held in COW, awaiting amendment.	1/15, 1/21, 1/29 - No discussion.
HB 2368	contributions; hospitalization; medical; repeal	<i>Thorpe</i>	Eliminate the county Disproportionate Uncompensated Care (DUC) payments to the state.	Referred to House Appropriations	1/15 - Staff gave an update on the status of the bill. 1/21, 1/29 - No discussion.

Bill Number/Folder Number	Short Title	Prime Sponsor	Summary	Status	
HB 2373	regional transportation authority; membership;	<i>Shope</i>	Amend statute to clarify that membership of a Regional Transportation Authority (RTA) consists of only members and a director from areas and municipalities located within the county establishing the RTA.	Passed House COW amended; awaiting 3rd Reading	1/15, 1/21, 1/29 - No discussion.
HB 2430	counties; free library system	<i>Stevens</i>	Allows the board of supervisors (BOS) to use county General Fund monies for a county free library system.	Passed House Government & Higher Education 9-0, awaiting Rules.	
HB 2499	truth in taxation; detailed notice	<i>Barton</i>	Add options to the Truth in Taxation (TNT) statutory notice requirements to more completely explain to the citizens any changes in property taxes and to more accurately reflect and describe what effects of any changes to the tax rate and/or Net Assessed Value (NAV) will have on a residential property.	Referred to House Ways & Means	1/15, 1/21, 1/29 - No discussion.
HB 2512	pension contributions; expenditure limit exemption	<i>Coleman</i>	Exclude any excess payments local governments make to the Public Safety Personnel Retirement System (PSPRS) from the county expenditure limit under Article IX, § 20 of the Arizona Constitution.	Passed House Government & Higher Education 6-1-2, awaiting Rules.	1/15 - Language will not be included in Lesko PSPRS legislation due to constitutional concerns. Rep. Coleman will sponsor. 1/21,
HB 2525	counties; annual audits	<i>Thorpe</i>	Grant counties the same authority as cities to have the option of hiring an outside audit firm to complete the county audit and submit it to the Office of the Auditor General (OAG).	Referred to House County & Municipal Affairs	1/15 - Concerns raised about the language, we will continue to work with the county and stakeholders. 1/21 - No discussion. 1/29 Sponsoring county confirmed decision to table proposal.
HB 2564	appropriation; indigent defense fund	<i>Cobb</i>	Allocate \$1.8 million to impacted counties to assist with providing mandated attorney services for indigent defendants in juvenile dependency matters, due to recent increases in costs associated with these cases as a result of the overhaul of the child protective services system in Arizona.	Referred to House Judiciary & House Appropriations.	1/15, 1/21, 1/29 - No discussion.

Bill Number/Folder Number	Short Title	Prime Sponsor	Summary	Status	
SB 1198	public libraries operation; third party contracts	<i>Griffin</i>	Allow counties, without an established library district, to expend general fund monies on library services at established county libraries in unincorporated areas, and to enter into various intergovernmental agreements (IGAs) or contracts to provide library services without the requirement that those IGAs and contracts be with an incorporated city or town.	Passed Senate 30-0, ready for House.	1/15, 1/21, 1/29 - No discussion. 2/5 - Discussion of possible striker amendment to another bill to allow counties to expend GF on library services.
SB 1250	intergovernmental public transportation authority; taxation	<i>Shooter</i>	Grant an intergovernmental public transportation authority (IPTA), which has the same boundaries as the county in which it resides, the same authority as a regional transportation authority (RTA) to levy a one-half cent transportation excise tax if approved by the voters. This tax may only be levied under either an IPTA or RTA but not both.	Passed Senate Transportation 7-0-1, awaiting Rules	1/15, 1/21, 1/29 - No discussion.
SB 1308	juvenile charged as adult; detention	<i>Griffin</i>	Clarify that judges have the option to detain pre-trial youth, transferred to adult court, in juvenile detention centers instead of county jails.	Passed Senate Public Safety, Military & Technology 6-0-0, Passed Senate Judiciary 7-0	1/15, 1/21, 1/29 - No discussion.
SB 1316	board of trustees; disincorporation; repeal	<i>Kavanagh</i>	Eliminate Title 9, Chapter 2, Article 2, Arizona Revised Statutes, which provides for the disincorporation and reincorporation of a municipality. Provisions of this section have been found unconstitutional.	Passed Senate Government 7-0	1/15, 1/21, 1/29 - No discussion.
TBD	expenditure limit exclusion of RICO funds	<i>TBD</i>	Exclude all Racketeer Influenced and Corrupt Organizations (RICO) expenditures from the county expenditure limit under Article IX §20 of the Arizona Constitution.		1/15, 1/21, 1/29 - No discussion.
TBD	supermajority to levy county excise taxes	<i>TBD</i>	Change the existing general fund one-half cent sales tax authority to allow a five-member board to levy the tax with a super-majority vote, rather than a unanimous vote.		1/29 Sponsoring county confirmed decision to table this proposal.

Ongoing Bill List: All LPC Bills

Bill Number	Short Title	Prime Sponsor	Summary	Status	LPC Comments & Position
HB 2001	unlawful distribution of private images	<i>Mesnard</i>	Makes changes to current law regarding the unlawful distribution of private images. The bill would make it unlawful for a person to intentionally disclose an image of another person who is identifiable from the image or information displayed in connection with the image if certain conditions apply. Includes an emergency clause.	Passed House 58-0; ready for Senate action	1/15 - LPC took a position to support the proposed legislation. This proposed legislation is the same issue we supported in 2015.
HB 2005	tax abatement; no parcel number	<i>Finchem</i>	The list of circumstances for abating a tax a removing a lien is expanded to include failure by the county assessor to assign a valid property tax parcel identification number.	Held in House Ways & Means	2/5 -Members discussed purpose behind bill and liability concerns, no action was taken. 2/12 - Informational purposes, bill no longer moving.
HB 2010	collection; voted early ballots; limitation	<i>Kern</i>	A person who knowingly collects more than two voted or unvoted early ballots during any two year cycle is guilty of a class 6 felony. Does not apply to a family member, household member or caregiver of the voter or to a candidate or a candidates spouse. Similar to SB1339 sponsored by Senator Shooter in 2015.	Held in House Elections	1/15 - Informational purposes, no action was taken.
HB 2015	publicity pamphlets; counties; municipalities	<i>Stevens</i>	For initiative and referendum elections, the officer in charge of elections is prohibited from mailing early ballots until at least one day after the last day on which publicity pamphlets are mailed. Includes a penalty of \$1 per household with a registered voter for each day of mailing that occurs on or after the earliest date for receipt of requested early ballots.	Passed House 58-0; ready for Senate action	1/15 - Informational purposes, no action was taken.
HB 2023	delivery; early ballots; limitation	<i>Ugenti-Rita</i>	A person who knowingly collects voted or unvoted early ballots from another person is guilty of a class 6 felony. Any person who is allowed by law to transmit U.S. mail is deemed not to have collected an early ballot while engaged in official duties. Does not apply to a "family member," "household member" or "caregiver" of the voter.	Passed House 34-23; ready for Senate action	1/15 - Informational purposes, no action was taken.
HB 2024	sovereign authority; federal actions	<i>Finchem</i>	The state of Arizona and all political subdivisions are prohibited from using any personnel or financial resources to enforce, administer or cooperate with an executive order issued by the President of the U.S., a policy directive issued by an agency of the U.S., or an opinion of the U.S. Supreme Court that is not in pursuance of the U.S. Constitution and that has not been affirmed by a vote of the U.S. Congress and signed into law as prescribed by the U.S. Constitution.	House Federalism & States Rights 2.17.16	1/15 - Informational purposes, no action was taken.
HB 2025	utilities TPT; sales of propane	<i>Mitchell</i>	The list of deductions from the tax base for the utilities classification of transaction privilege and use taxes is expanded to include gross proceeds of sales or gross income derived from sales of propane to a business that is principally engaged in manufacturing or smelting operations and that uses at least 51 percent of the propane in the manufacturing or smelting operations.	Passed House COW amended; awaiting 3rd Reading	1/15 - Informational purposes, no action was taken.
HB 2028	taxes; payment; condemned property	<i>Mitchell</i>	If a municipality, county, school, community college, special taxing district, the state or any agency or instrumentality of the state acquires real or personal property by condemnation, they're not required to pay unpaid taxes, penalties and interest in an amount that exceeds the fair market value of the property interest acquired.	House Ways & Means Held	1/21 - No discussion.

Bill Number	Short Title	Prime Sponsor	Summary	Status	LPC Comments & Position
HB 2040	county boundary change; study committee	<i>Finchem</i>	This bill would establish a joint committee on county boundary changes, to study the feasibility of changing county boundaries, including the fiscal and related impacts of county boundary changes.	House County & Municipal Affairs Held	1/15 - Some LPC members raised concerns.
HB 2051	catastrophic public nuisance; determination; abatement	<i>Ugenti-Rita</i>	The mayor of a municipality may determine that a "catastrophic public nuisance" exists on state or federal land within the municipal borders, and the chairman of the county board of supervisors or the county sheriff may determine that a catastrophic public nuisance exists.	House County & Municipal Affairs 2.15.16	1/15 - Informational purposes, no action was taken. 2/5 - Members expressed concerns regarding the role of the chair of the BOS or county sheriff. LPC took a position to oppose.
HB 2107	substance abuse recovery homes	<i>Campbell</i>	Municipalities and counties are authorized to adopt by ordinance health and safety standards and enforcement mechanisms for "structured sober living homes" (defined), which must include a list of specified provisions, including mandatory registration, supervision requirements, and qualifications of the house manager.	Passed House County & Municipal Affairs 5-3-0 amended; Passed Rules; Awaiting Floor Action	1/15 - Informational purposes, no action was taken.
HB 2130	municipalities; counties; energy use report	<i>Petersen</i>	Counties and municipalities are no longer prohibited from imposing a tax, fee, assessment, charge or return deposit on a consumer or an owner, operator or tenant of a business, commercial building or multifamily housing property for "auxiliary containers" (defined as reusable bags, boxes, and other recyclable containers). Counties and municipalities are no longer prohibited from regulating the sale, use or disposition of auxiliary containers by an owner, operator or tenant of a business, commercial building or multifamily housing property.	Passed House 35-24; ready for Senate action	2/5 - Informational purposes, no action was taken.
HB 2131	municipalities; counties; auxiliary containers; prohibitions	<i>Petersen</i>	Counties and municipalities are no longer prohibited from requiring an owner, operator or tenant of a business, commercial building or multifamily housing property to measure and report energy usage and consumption, including energy consumption benchmarking and building facility energy efficiency audits.	Passed House 35-24; ready for Senate action	2/5 - Informational purposes, no action was taken.
HB 2133	TPT exemption; aerial applicators	<i>Shope</i>	The list of deductions from the tax base for the retail classification of transaction privilege taxes and use taxes is expanded to include the gross proceeds of sales or gross income derived from sales of "agricultural aircraft," defined as an aircraft built for agricultural use for the aerial application of pesticides or fertilizer or for aerial seeding, retroactive to taxable periods beginning April 18, 1985.	Passed House Rural & Economic Development, on Consent.	2/12 - Informational purposes, no action was taken.
HB 2156	legislative vacancies; appointments	<i>Friese</i>	The county board of supervisors is required to appoint a person to fill a legislative vacancy within five business days after receiving the list of names submitted by the precinct committeemen.	Passed House Elections 6-0, awaiting Rules.	2/12 - Information only, discussion on 5-day time frame already applies to legislative districts w/fewer than 30 elected PCs, no action taken.
HB 2157	ASRS; political subdivision entities	<i>Ugenti-Rita</i>	Employees of "political subdivision entities" who are hired on or after the effective date of this legislation are excluded from membership in the Arizona State Retirement System.	Passed House COW; awaiting 3rd Reading	1/29 - LPC moved to oppose bill.
HB 2185	property tax; hotels and motels	<i>Mitchell</i>	Real and personal property and improvements that are used primarily for operating a hotel, motel, campground or similar lodging facility for transient occupancy of guests who rent lodging space on a temporary basis for fewer than 30 consecutive days is classified as class 6 property for property tax purposes.	Referred to House Ways & Means	1/21 - No discussion., 1/29 LPC moved to oppose bill due to its impact on the county and county taxpayers
HB 2198	fire districts; vacancies; board operations	<i>Coleman</i>	If a vacancy occurs on a fire district board, a quorum of the remaining board members is required in order to fill the vacancy by appointment of an interim member. If the board lacks sufficient members to constitute a quorum, the board of supervisors is required to appoint an administrator to administer the district and serve until the board members take office after the next general election or until a special election is called to fill vacancies on the board.	Passed House Military Affairs & Public Safety Amended 8-0, awaiting Rules.	2/5 - Members discussed concerns regarding appointing a single person, no action was taken.

Bill Number	Short Title	Prime Sponsor	Summary	Status	LPC Comments & Position
HB 2267	prime contracting classification; repeal	Cobb	Eliminates the prime contracting transaction privilege tax classification and replaces it with the manufactured building dealer classification for selling manufactured buildings. Eliminates many of the deductions from the tax base.	Referred to House Ways & Means Passed House	1/21 - No discussion., 1/29 - Informational purposes, no action was taken. 2/5 Informational purposes, no action was taken. 2/12 - Informational purposes, will bring back to BOS meeting next week.
HB 2287	presiding constable; selection; duties	Bowers	In each county in which there are four or more constables, the constables shall select by majority vote one constable to serve as the presiding constable. Establishes duties of the presiding constable, which include serving as the liaison between the constables and the county manager, assigning and managing clerical staff for constables, and assigning deputy constables.	Military Affairs & Public Safety amended 7-1, Rules 2.15.16.	1/29 - Informational purposes; no action was taken; however, there are concerns regarding potential costs
HB 2288	constables; duties; training; discipline	Bowers	Various changes to statutes relating to constables. The Constable Ethics Standards and Training Board is authorized to suspend a constable from performing his/her duties, with or without pay. If the Board determines that a constable has committed a criminal act, the Board must refer the investigation to the county attorney's office. A constable may seek judicial review of a final order suspending the constable in the superior court.	House Military Affairs & Public Safety, amended 7-0-1, Passed Rules; awaiting floor action	1/29 - Informational purposes; no action was taken; however, there are concerns regarding an expansion of power
HB 2326	agricultural feed; sales; tax exemption	Pratt	Extends transaction privilege, use and municipal tax exemptions to include sales of livestock and poultry feed and other items to anyone who feeds their own livestock or board livestock noncommercially.	Passed House Agriculture & Water 9-0-1, awaiting Rules.	2/12 - Informational purposes, no action was taken.
HB 2339	constables; duties; training; discipline	Mitchell	Repeals statute establishing the powers and duties of constables and the Constable Ethics Standards and Training Board. References to constables throughout statute are deleted and in some cases replaced with the county sheriff. All unexpended and unencumbered monies remaining in the Board Fund are transferred to the general fund on the effective date of this legislation.	Referred to House Military Affairs & Public Safety	1/29 - Informational purposes; however, members expressed support for the idea of local control and allowing counties to determine how to utilize the services provided by constables; CSA will monitor issue for now
HB 2350	occupational disease; post-traumatic stress disorder	Finchem	For the purposes of workers' compensation regulations, the definition of "personal injury by accident arising out of and in the course of employment" is expanded to include "post-traumatic stress disorder" (defined) that is due to causes and conditions characteristic of and peculiar to a particular trade, occupation, process or employment.	Referred to House Military Affairs & Public Safety	1/21 - Concerns raised regarding the broad definition of PTSD. CSA will work w/ACIP.
HB 2367/ SB 1402	class six property; higher education	Thorpe/ Yarbro	The list of property classified as class six for property tax purposes is expanded to include real and personal property and improvements that are used as an institution of higher education that offers baccalaureate and/or postbaccalaureate degree programs and that is accredited by a regional or national accreditation agency.	Referred to House Ways & Means/ Passed Senate Finance 3-2	1/21 - No discussion. 1/29 - Members expressed concerns over the impact on counties and taxpayers; more information requested. 2/12 - LPC took a position of opposition on SB 1402 as HB 2367 is no longer moving.
HB 2369	forfeiture; criminal conviction; procedures; remedies	Thorpe	Makes changes to laws relating to forfeiture proceedings, including establishing a list of property that the court is authorized to order a person, who has been convicted of a criminal offense, to forfeit. The Arizona Criminal Justice Commission is required to establish and maintain a searchable public website. The list of proceedings at which a public defender must defend and counsel any person entitled to counsel who is not financially able to employ counsel is expanded to include forfeiture proceedings. Establishes a list of prohibited uses of monies in the Anti-Racketeering Revolving Fund and each	Referred to House Judiciary	1/29 - Informational purposes; no action was taken

Bill Number/Folder	Short Title	Prime Sponsor	Summary	Status	LPC Comments
HB 2402	bonds; disclosure; notice	Leach	Specifies information that must be included in county and municipal bond election pamphlets and ballots.	Passed House Ways & Means, Passed Rules, retained on COW.	2/12 - Information only, circulated to managers, no action taken.
HB 2403	tax lien deeds; aggregate fees	Leach	The maximum aggregate fee the county treasurer may require to execute and deliver a deed for any judgment foreclosing the right to redeem ten or more individual parcels is \$500. Applies to any judgment entered before the effective date of this legislation for which a treasurer's deed has not been applied or issued.	Passed House Government & Higher Education 6-2; awaiting rules	1/21 - No discussion. 2/5 - Members discussed concerns, including the \$500 figure being too low, possible replacement with allowing counties to adjust fees when necessary, LPC authorized CSA staff to participate with Rep. Leach & Rep. Thorpe in stakeholder process.
HB 2439	property tax valuation	Petersen	For property tax purposes, the definition of "assessed valuation" is modified to mean the value derived by applying the applicable percentage to the limited property value of the property, instead of to the full cash value or limited property value, as applicable.	House Ways & Means 2.15.16	2/12 - Information shared, AACo opposed bill, LPC took a position of opposition.
HB 2474	county floodplain regulations; mobile homes	Ackerley	Seeks to alter county flood control district board regulations for mobile homes installed to replace homes located in a floodplain, since August 3, 1984, in a town with fewer than 5,000 persons in a county with a population of fewer than 50,000 persons. It decreases the elevation requirement from regulatory flood to base flood elevation. Allows the governing body of a city or town, by majority vote, to exempt the town from this statute.	Referred to House Energy, Environment & Natural Resources	1/21 - No discussion.
HB 2481	schools; primary property tax rates	Olson	The school district primary property tax levy is required to be a rate equal to the qualifying tax rate prescribed by statute, or a rate that equals the school district support level subtracted by any amount received for Title 8 funding for children with disabilities per \$100 of assessed valuation used for primary property taxes, whichever is less. At the time of levying school district taxes, the county board of supervisors is required to annually validate any additional primary school district tax levy amount requests from each school district and levy an amount determined by a specified calculation.	Passed House COW amended; awaiting 3rd Read	2/12 - Information only, discussion on floor amendment requiring county school superintendent and county BOS to approve levy, no action taken.
HB 2483	municipal population estimates; use	Olson	An emergency measure that allows counties and municipalities to submit an updated population estimate after a federal decennial census (census) for certain revenue distributions.	Passed House Appropriations 12-0-2; Rules 2.15.16.	2/5 - Informational purposes, no action was taken.
HB 2495	sporting event tax revenue; tourism	Livingston	The State Treasurer is required to pay from the transaction privilege tax distribution base a specified amount to the Office of Tourism for the sole benefit of the "host facility" of a "special sporting event" where the cost of the event is at least \$50 million. Amount to be paid is \$1 million to \$2 million, based on the total amount spent by the owner of the host facility on the special sporting event. Office is required to use the monies for the promotion and marketing of the special sporting event and its host facility.	Passed House Transportation and Infrastructure 9-0	2/5 - Informational purposes, no action was taken.
HB 2517	business professionals; regulation restrictions	Petersen	Creates the <i>Right to Earn a Living Act</i> that requires municipalities, counties and agencies to limit entry regulations (regulations) and <i>public service restrictions</i> (restrictions) that apply to businesses and professions as necessary to ensure the public health, safety and welfare.	Passed House COW amended; awaiting 3rd Reading	2/5 - Informational purposes, no action was taken. 2/12 - LPC took a position of opposition.
HB 2533	charter aircraft; tax exemption	Shope	Exempts specified sales of aircraft and aircraft equipment from Transaction Privilege Tax (TPT) and use tax.	Passed House COW; awaiting 3rd Read	2/12 - Informational purposes, no action was taken.

Bill Number	Short Title	Prime Sponsor	Summary	Status	LPC Comments & Position
HB 2570	local government bonds; ballot statement	<i>J. Allen</i>	At an election for school district, municipal, county or special taxing district bonds, the ballot must include a statement that the issuance of the bonds will result in a property tax increase to pay debt service on the bonds, and that the increased tax will cost a specified amount annually for a home valued at the median full cash value of residential property in the appropriate jurisdiction.	Passed House Ways & Means 8-0; Rules 2.15.16	2/5 - Informational purposes, no action was taken.
HB 2651	floodplain regulation; aggregate extraction	<i>Ugenti-Rita</i>	County flood control districts are prohibited from adopting or enforcing a regulation that restricts or limits the extraction of aggregate for the sole reason that the extraction may cause erosion to or aggravate existing flood-related erosion on property that is adjacent to or near the property on which the extraction is occurring.	Referred to House Energy, Environment & Natural Resources	2/12 - Information only, no action taken.
HCR 2031	personal property tax; exemption	<i>Mesnard</i>	The 2016 general election ballot is to carry the question of whether to amend the state Constitution to prohibit the Legislature from levying a tax on the first \$2.4 million of full cash value of personal property that is initially acquired during or after tax year 2016 and that is used for agricultural purposes or in trade or business. The Legislature is permitted to provide by law for increasing \$2.4 million exempt amount.	Passed House Government & Higher Education 6-3, Passed House Appropriations 9-5; awaiting rules	2/12 - LPC took a position of opposition.
SB 1004	garden produce; regulatory exemption	<i>Farnsworth</i>	The list of food that must be exempt from Arizona Department of Health rules is expanded to include: whole fruit or vegetable grown in a home garden, public school garden, food establishment garden or community garden; a whole fruit or vegetable offered for commercial or noncommercial purposes at a farmers' market; and commercially prepackaged food that is offered at a public or private school facility.	Passed Senate Government 7-0; awaiting rules	1/15 - Informational purposes, no action was taken.
SB 1047	county attorney; powers and duties	<i>Kavanagh</i>	The county attorney is permitted to provide civil legal services to another county or other political subdivision or an officer, employee or agency of a political subdivision at the request of that county's or political subdivision's elected or appointed general counsel.	Passed Senate 29-0; ready for House action	1/15 - LPC took a position to monitor. CSA Staff will present additional information at future LPC. 1/29 - LPC moved to support the bill
SB 1050	food producers; prohibited ordinances	<i>Farnsworth</i>	Producers of food products in residential and community gardens cannot be denied or restricted the right to sell and dispose of their products except as already provided in statute for owners, proprietors and tenants of agricultural lands, orchards, farms and gardens.	Referred to Senate Government	1/15 - Informational purposes, no action was taken.
SB 1102	guardians; duties; access to ward	<i>Barto</i>	A guardian is required to make good faith efforts to maintain the ward's historical relationships as evidenced by past patterns and practices and ensure that the ward has reasonable access to family and friends. A guardian is required to notify specified family members of an adult ward if the ward is admitted to a hospital for more than 3 days or if the ward dies.	Referred to Senate Judiciary	2/5 - Informational purposes, no action was taken.
SB 1189	department of forestry	<i>Griffin</i>	Establishes the Arizona Department of Forestry and Fire Management to provide resources for land management and the prevention and suppression of wildland fires on state land and private property located outside of municipalities. The State Forester is responsible for the direction, operation and control of the Dept, and the powers and duties of the State Forester are expanded to reflect those responsibilities. The Dept terminates on July 1, 2024.	Passed Senate 30-0; ready for House action	1/29 - Informational purposes; no action was taken; CSA will send background information on creation of new department to members.
SB 1257	misconduct involving weapons; public places	<i>Kavanagh</i>	A person who possesses a valid concealed weapons permit is exempt from the prohibition on carrying a concealed weapon in a public establishment other than a vehicle or craft or at a public event. Some exceptions, including for public establishments or events that are a "secured facility" (defined), that are the licensed premises of a liquor licensee, or that are an educational institution.	Passed Senate Government 4-3, passed Rules; awaiting floor action	1/29 - Informational purposes; no action was taken. 2/5 - Staff shared county feedback, no action was taken. 2/12 - Additional county information shared, will bring to full board for discussion.

Bill Number	Short Title	Prime Sponsor	Summary	Status	LPC Comments & Position
SB 1263	county seal; use violation	<i>McGuire</i>	The county board of supervisors is no longer required to issue a cease and desist order to any person who is in violation of regulations on the use of the county seal. A person who knowingly violates these regulations, instead of a person who fails to comply with the cease and desist order, is guilty of a class 3 (lowest) misdemeanor.	Passed Senate Government 7-0-0, passed Rules; awaiting floor action	2/5 - Informational purposes, no action was taken.
SB 1268	adequate water supply requirements; municipalities	<i>Griffin</i>	ADWR is no longer required to give written notice of county adequate water supply ordinances to the mayors of all municipalities in the county, and municipalities that receive the notice are no longer required to comply with specified adequate water supply requirements. Applies to any municipality that received a notice from the Dept before the effective date of this act that the county in which the municipality is located enacted an adequate water supply ordinance affecting the municipality, and those municipalities are no longer bound by that county's adequate water supply ordinance. Does not apply to any municipality that adopts its own adequate water supply ordinance before, on or after the effective date of this act.	Passed Senate Water & Energy 5-2	1/29 - Informational purposes; no action was taken
SB 1282	public records; unduly burdensome requests	<i>Kavanagh</i>	It is a defense to any action under public records law that the request for access to public records is unduly burdensome or harassing.	Passed Senate 22-7; ready for House action	2/5 - Members discussed perspectives on budernsome or harassing public records requests. LPC took a position of support.
SB 1291	TPT; utilities; manufacturing; smelting	<i>Lesko</i>	The exemption from the utilities classification of transaction privilege taxes for gross proceeds of sales or gross income derived from sales of electricity or natural gas to a business that is principally engaged in manufacturing or smelting operations is modified to remove the requirement for the business to use at least 51 percent of the electricity or natural gas in the manufacturing or smelting operations, to require at least 51 percent of the gross income of the business to be derived from the sale of products produced by the business, and to specify how it is determined whether at least 51 percent of the business is a manufacturing or smelting operation.	Referred to Senate Finance Committee	2/5 - Informational purposes, no action was taken. 2/12 - LPC took a position of opposition.
SB 1306	county development fees	<i>Griffin</i>	Numerous changes relating to county development fees. A county is required to calculate the development fee based on an adopted infrastructure improvements plan, and requirements for the plan are specified, including procedures for plan adoption. County development fees cannot exceed a proportionate share of the cost of "necessary public services" (defined) and must be based on the same level of service provided to existing development in the "service area" (defined). Establishes a list of prohibited uses for development fees.	Passed Senate Government Committee amended 7-0	2/5 - Informational purposes, no action was taken.
SB 1346	home-based businesses; detached buildings; storage	<i>Farnsworth</i>	The list of actions that a county ordinance cannot restrict or otherwise regulate the owner of a "home-based business" that holds a valid "license" (both defined) from taking is expanded to include maintaining operating hours from 8AM to 6PM, constructing and using a detached building or providing up to 5,000 square feet of outside storage on the private lot or parcel of land that is at least 1/2 acre if other specified conditions apply, and operating a wedding venue or wedding chapel within a residential zoning district if a list of specified conditions applies.	Referred to Senate Government	2/12 - Information purposes, bill is no longer moving, no action was taken.
SB 1347	county dust control; residential property	<i>Farnsworth</i>	For any dust control permit for occupied residential property, the control officer is prohibited from charging more than \$50 per acre per year.	Passed Senate Natural Resources 5-0	2/5 - Informational purposes, no action was taken. 2/12 - LPC took a position of opposition.
SB 1386	rural and tribal infrastructure; development	<i>Begay</i>	Establishes the Rural Arizona and Tribal Infrastructure Authority to administer and coordinate the rural Arizona and Tribal infrastructure capital improvement plan established by this legislation. Establishes an 11-member Board of Directors of the Authority and specifies Authority powers and duties. Establishes the Rural Arizona and Tribal Infrastructure Revolving Fund and specifies authorized uses for monies in the Fund. The Authority is authorized to issue negotiable infrastructure capital improvement bonds, and bond obligations of the Authority are established. The Authority is authorized to provide financial assistance to rural Arizona and Tribal communities in developing, acquiring, constructing, improving, equipping or refinancing infrastructure. The Board terminates on July 1, 2026. After other	Referred to Senate Government.	

Bill Number	Short Title	Prime Sponsor	Summary	Status	LPC Comments & Position
SB 1412	incompetent, nonrestorable defendants; involuntary commitment	<i>Driggs</i>	Various changes related to defendants who are incompetent to stand trial.	Referred to Senate Judiciary	2/5 - Informational purposes, no action was taken. 2/12 - Has been distributed, awaiting feedback.
SB 1419	inmate medical services; rate structure	<i>Griffin</i>	Statute establishing reimbursement rates for health care services provided to an inmate in a county jail that the county jail cannot provide applies in counties with a population of more than 250,000 (Maricopa, Pima and Pinal), instead of in all counties.	Senate Government 2.17.16, Appropriations 2.16.16	2/5 - Members discussed that bill would undo legislation passed in 2015 to reduce county costs. LPC took a position of opposition.
SB 1431	property tax; disabled veterans' residences	<i>Griffin</i>	Real and personal property and improvements to the property that are used as the primary residence of a qualifying veteran with a disability that is owned by the veteran and/or the veteran's spouse is classified as class nine property for property tax purposes. Requirements for the property to be classified as class nine under this qualification are specified.	Referred to Senate Finance Committee	2/5, 2/12 - Informational purposes, no action was taken.
SB 1505	small property tax balance delinquency	<i>Worsley</i>	The list of exemptions from the tax base for the utilities classification of transaction privilege and use taxes is modified so that the exemption for the purchase price of electricity or natural gas by a business that is principally engaged in manufacturing or smelting operations and that uses at least 51 percent of the propane in the manufacturing or smelting operations no longer excludes gas transportation services.	Referred to Senate Finance Committee	2/5 - Informational purposes, no action was taken. 2/12 - LPC took a position of opposition.
AACo Bills					
HB 2125	district boundary modification; parcel lines (Shope)	<i>Shope</i>	Allows the county assessor to narrowly modify special taxing jurisdiction boundaries on request of the property owner and upon approval of the governing board.	Passed House Ways & Means amended 9-0-0, passed Rules; awaiting floor action	1/29 - Informational purposes; no action was taken. 2/5 -LPC took a position of support.
HB 2127/ SB 1157	small property tax balance delinquency	<i>Mesnard/ Burges</i>	If the total amount of property taxes is \$100 or less, the entire amount that is unpaid become delinquent after December 31 at 5:00 PM, instead of after November 1 at 5:00 PM.	Passed House 56-0/Passed Senate 30-0	1/29 - Informational purposes; no action was taken. 2/5 -LPC took a position of support.
HB 2183	inmate body scan; contract	<i>Shope</i>	Permits the Department of Corrections (ADC) or a county jail to perform a low-dose ionizing radiation body scan of an inmate to prevent contraband from entering into a correctional facility. An order from a licensed practitioner is not required.	Passed House Judiciary 6-0-0, on Consent.	2/12 - LPC took a position of support.
HB 2234	schools; audits;county school superintendent	<i>Boyer</i>	The independent certified public accountant that conducts statutorily required school district financial and compliance audits is required to send a copy of the applicable audit reports to the county school superintendent of the county where the school district is located.	Passed House 57-0, ready for Senate	1/29 - Informational purposes; no action was taken. 2/5 -LPC took a position of support.
HB 2451	release of prisoners; detainees; repeal	<i>Mitchell</i>	Repeals the law allowing the Director of the Arizona Department of Corrections (ADC) to release prisoners to United States Immigration and Customs Enforcement (ICE) custody.	Passed House COW; awaiting 3rd Read	2/12 - Informational purposes, additional discussion needed, will bring to BOS next week, no action taken.
SB 1348	county treasurer; warrants; electronic transfer	<i>Burges</i>	Updates methods for payments made by county treasurers.	Passed Senate Finance 5-0; awaiting rules	2/12 - LPC took a position of support.
SB 1360/ HB 2534	countywide vote by mail/ county elections; vote by mail	<i>Worsley/ Shope</i>	Permits counties to conduct countywide elections utilizing mail ballots.	Referred to Senate Government./ No action.	2/12 - Informational purposes, no action was taken.
SB 1511	county elected office salary increase	<i>Driggs</i>	The annual salaries of county elected officials are increased each year from 2017 through 2020. The annual salaries of clerks of the superior court are increased each year from 2019 through 2022.	Failed in Senate Government 2-5	2/12 - Informational purposes, the bill is no longer moving.



County Supervisors A S S O C I A T I O N o f a r i z o n a

1905 W. Washington St., Ste. 100, Phoenix, AZ 85009
(602) 252-5521 fax: (602) 253-3227

COUNTY SUPERVISORS ASSOCIATION LEGISLATIVE POLICY COMMITTEE

AGENDA

February 12, 2016

Teleconference 1-866-228-9900

Access Code 326208#

[Web Link](#)

County Supervisors Association
1905 W. Washington St.
Phoenix, AZ

9:00 a.m. Call to Order ~ *President Mandy Metzger*

A) Approval of the Minutes of the February 5, 2016, Legislative Policy Committee Meeting
(revised minutes previously distributed)

B) Budget Update

C) PSPRS Update

D) Legislative Bills for Discussion

Courts & Criminal Justice

- 1) [SB 1257 misconduct involving weapons; public places](#) (Kavanagh)
- 2) [SB 1412 incompetent; nonrestorable defendants; involuntary commitment](#) (Driggs)

General Government

- 1) [HB 2156 legislative vacancies; appointments](#) (Friese)
- 2) [HB 2402 bonds; disclosure; notice](#) (Leach)

Planning & Zoning

- 1) [HB 2517 business professionals; regulation restrictions](#) (Petersen)
- 2) [HB2651 floodplain regulation; aggregate extraction](#) (Ugenti-Rita)
- 3) [SB 1346 home-based businesses; detached buildings; storage](#) (Farnsworth)
- 4) [SB 1347 county dust control; residential property](#) (Farnsworth)

Property Tax

- 1) [HB 2005 tax abatement; no parcel number](#) (Finchem)
- 2) [HB 2367 class six property; higher education](#) (Thorpe)/[SB 1402 class six property; higher education](#) (Yarbrough)
- 3) [HCR 2031 personal property tax; exemption](#) (Mesnard)
- 4) [SB 1431 property tax; disabled veterans' residences](#) (Griffin)

Sales Tax

- 1) [HB 2133 TPT exemption; aerial applicators](#) (Shope)
- 2) [HB 2267 prime contracting classification; repeal](#) (Cobb)
- 3) [HB 2326 agricultural feed; sales; tax exemption](#) (Pratt)
- 4) [HB 2533 charter aircraft; tax exemption](#) (Shope)
- 5) [SB 1291 TPT; utilities; manufacturing; smelting](#) (Lesko)
- 6) [SB 1386 rural and tribal infrastructure; development](#) (Begay)
- 7) [SB 1505 natural gas delivery; tax exemption](#) (Worsley)

E) AACo Bills

- 1) [HB 2183 inmate body scan; contraband](#) (Shope)
- 2) [HB 2451 release of prisoners; detainers; repeal](#) (Mitchell)
- 3) [SB 1348 county treasurer; warrants; electronic transfer](#) (Burgess)
- 4) [SB1360 countywide vote-by-mail](#) (Worsley)/[HB 2534 county elections; vote by mail](#) (Shope)
- 5) [SB1511 county elected office salary increase](#) (Driggs)

F) Next Meeting Date and Time (*Thursday, February 18, at 10:00 a.m.; then Friday, February 26, at 9:00 a.m.*) **PLEASE NOTE THE NEXT LPC WILL BE HELD IN CONJUNCTION WITH THE CSA BOARD OF DIRECTORS MEETING**

G) Other Business

H) Adjourn